

RESOLUTIONS ADOPTED BY CITY COUNCIL SEPTEMBER 28, 2010

R252-10 RESOLUTION APPOINTING A MUNICIPAL ADMINISTRATIVE AGENT (TONYA MEDINA)

R253-10 RESOLUTION REFUND OF DUMPSTER FEE

R254-10 RESOLUTION APPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATOR (CARL GRIFFIN)

R255-10 RESOLUTION APPOINTING MIQUELINA GUIA AS ALTERNATE DEPUTY REGISTRAR OF VITAL STATISTICS

R256-10 RESOLUTION APPROVING 2010/2011 LIQUOR LICENSE RENEWAL OF RO-VA ENTERPRISES, INC. 1325-33-046-006

R257-10 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DEED OF SALE FOR UNDERSIZED LOT LOCATED AT 132 CHARLES STREET (BLOCK 385, LOT 25) IN THE CITY OF LONG BRANCH

R258-10 RESOLUTION TO REFUND OVERPAYMENT OF 2010 TAXES

R259-10 RESOLUTION TO REFUND OVERPAYMENT OF 2010 TAXES

R260-10 RESOLUTION TO REFUND OVERPAYMENT OF 2010 TAXES DUE TO TAX EXEMPT STATUS NJSA 54:4-3.30

R261-10 RESOLUTION TO CANCEL PART OF 2010 TAXES UNDER NJSA 54:4-3.30 BY THE RECOMMENDATION OF THE TAX ASSESSOR

R262-10 RESOLUTION AWARDED BID FOR TWO YEAR CONTRACT FOR DISPOSAL OF BULKY WASTE (MAZZA & SONS, INC.)

R263-10 RESOLUTION AWARDED CONTRACT FOR BRUSH GRINDING AT DPW ATLANTIC AVENUE YARD (RELIABLE WOOD PRODUCTS, LLC)

R264-10 RESOLUTION APPROVAL PAYMENT OF BILLS

R265-10 RESOLUTION SPECIAL ITEM OF REVENUE DRUNK DRIVING ENFORCEMENT FUND \$8,874.26

R266-10 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ANNUAL CONTRACT AGREEMENT WITH BROADCAST MUSIC, INC. ("BMI) IN THE CITY OF LONG BRANCH

R267-10 RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH NJDOT FOR DISABLED BUSINESS ENTERPRISE

RESOLUTION APPOINTING A MUNICIPAL ADMINISTRATIVE AGENT

WHEREAS, the Governing Body of the City of Long Branch has received a waiver from the Council on Affordable Housing (COAH) for substantive certification of its Housing Element and Fair Share Plan; and

WHEREAS, the City of Long Branch's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.); and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et seq.); and

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1, et seq., the City of Long Branch is required to appoint a Municipal Administrative Agent for the administration of the City of Long Branch's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1, et. seq.; and

WHEREAS, the City of Long Branch has amended Chapter 6 of the Code of the City of Long Branch entitled Affordable Housing Agency to provide for the appointment of a Municipal Administrative Agent to administer the City of Long Branch's affordable housing program.

NOW THEREFORE BE IT RESOLVED, by the Governing body of the City of Long Branch in the County of Monmouth, and state of New Jersey that Tonya Medina is hereby appointed by the Governing Body of the City of Long Branch as the Municipal Administrative Agent for the administration of the affordable housing program, pursuant to and in accordance with Chapter 6 of the Code of the City of Long Branch Code.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON Sept 28, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 28th DAY OF Sept, 2010
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

R# 253-10

RESOLUTION REFUND
OF DUMPSTER FEE

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby approve the refund of a dumpster fee in the amount of \$175.00 to:

Ms. Euan Reeves
94 Branchport Avenue
Long Branch, NJ 07740

BE IT FURTHER RESOLVED, that the Finance Department is hereby directed to make said refund.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON Sept 28, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 28th DAY OF Sept 2010
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

R# 254-10

RESOLUTION APPOINTING DEPUTY
EMERGENCY
MANAGEMENT COORDINATOR

BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby appoint Carl Griffin as Deputy Emergency Management Coordinator for the City of Long Branch effective immediately and to expire on September 28, 2013.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

CITY OF LONG BRANCH
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
RUTH D. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON Sept. 28, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 27 DAY OF Sept, 2010
Ruth D. Schmeltz
MUNICIPAL CLERK, R.M.C.

R# 255-10

**RESOLUTION APPOINTING MIQUELINA GUIA
AS ALTERNATE DEPUTY REGISTRAR OF VITAL STATISTICS**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint Miquelina Guia as the Alternate Deputy Registrar of Vital Statistics of the City of Long Branch for a term to commence on September 28, 2010 and expire on September 28, 2013.

MOVED: Pallone
SECOND: Bastelli

AYES: 5
NAYS: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON Sept. 21, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 24th DAY OF Sept. 2010
Kathy L. Schell
MUNICIPAL CLERK, R.M.C.

R 256-10

RESOLUTION APPROVING 2010 / 2011 LIQUOR LICENSE RENEWAL OF RO-VA ENTERPRISES, INC. 1325-33-046-006

WHEREAS, Ro-Va Enterprises, Inc. had filed a verified petition to the Director of the Division of ABC asking for a special ruling to be issued to allow the City to renew their license for the 2010 / 2011 and 2011 / 2012 license term; and

WHEREAS, on September 9, 2010 the Division of ABC sent a ruling determining that good cause exists for the City to consider the renewal application for the 2010 / 2011 and 2011 / 2012 license term; and

WHEREAS, each renewal year must be approved by a separate resolution indicating such year.

BE IT FURTHER RESOLVED by the City Council of the City of Long Branch that they hereby approve the license held by Ro-Va Enterprises, Inc. state license # 1325-33-046-006 for the 2010 / 2011 license term.

MOVED: *Pallone*
SECONDED: *Bustelli*

AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0
DATED:

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON *Sept 24, 2010*
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS *24th* DAY OF *Sept* 20*10*
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DEED OF SALE FOR UNDERSIZED LOT LOCATED AT 132 CHARLES STREET (BLOCK 385, LOT 25) IN THE CITY OF LONG BRANCH.

WHEREAS, the City of Long Branch ("the City") authorized the auction of sale undersized lot located at 132 Charles Street, more commonly known and designated as Block 385, Lot 25 (the "Property"); and

WHEREAS, a public auction was held for the Property on September 13, 2010 at 10:00 a.m., as set forth by prior Resolution adopted by the City of Long Branch; and

WHEREAS, the minimum bid was set at EIGHT THOUSAND DOLLARS (\$8,000.00); and

WHEREAS, Mr. Brian Woods provided to the City a bid of EIGHT THOUSAND DOLLARS (\$8,000.00) and posted a check in the amount of EIGHT HUNDRED DOLLARS (\$800.00) representing a ten percent (10%) deposit pursuant to the requirements of sale; and

WHEREAS, the balance due to the City of Long Branch is SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200.00) within a period of forty-five (45) days of the date of sale; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be and is hereby authorized to execute a Deed to Mr. Brian Woods for the purchase of property located at 132 Charles Street, more commonly known and designated as Block 385, Lot 25 in the form annexed hereto and made a part hereof.

MOVED: Pallone
SECONDED: Bastelli

AND ADOPTED UPON THE FOLLOWING RESOLUTION

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON Sept. 28, 2010
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF Sept. 2010
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

Deed

This Deed is made on
BETWEEN
City of Long Branch

whose post office address is
344 Broadway
Long Branch, NJ 07740

referred to as the Grantor,
AND
Brian Wood

whose post office address is
136 Charles Street
Long Branch, NJ 07740

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **\$8,000.00**
Eight Thousand Dollars and No Cents
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Long Branch**
Block No. **385** Lot No. **25** Qualifier No. Account No.
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the **City** of **Long Branch** County of **Monmouth** and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

Prepared by: *(print signer's name below signature)*

JAMES G. AARON, ESQ, Attorney for the City of Long Branch

(For Recorder's Use Only)

R# 258-10

**RESOLUTION TO REFUND
OVERPAYMENT OF
2010 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet due to an overpayment of 2010 taxes and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2010 taxes in the total amount of \$8,472.37.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON Sept. 28, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF Sept. 2010
Kathy L. Schemelz
MUNICIPAL CLERK, R.M.C.

BLOCK	LOT	OWNER	AMOUNT
109	13	Bayview Loan Servicing c/o Core Logic Account of: White, Steve P.O. Box 961250 Fort Worth, TX 76161-9887	1,726.12
137	4.208	Wells Fargo Account of: Capasso, Anthony One Home Campus MAC X2302-040D Des Moines, IA 50328	3,351.39
147	9.01	Chase Home Finance c/o Core Logic Account of: Lisa, William P.O. Box 961250 Fort Worth, TX 76161-9887	1,500.11
201	7	Chase Home Finance c/o Core Logic Account of: Silva, Sebastiao P.O. Box 961250 Fort Worth, TX 76161-9887	868.25
250	10	Chase Home Finance c/o Core Logic Account of: Alves, Sheila P.O. Box 961250 Fort Worth, TX 76161-9887	1,026.50

R# 259-10

**RESOLUTION TO REFUND
OVERPAYMENT OF
2010 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown on the attached sheet due to an overpayment of 2010 taxes and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayer(s) shown on the attached sheet and charge 2010 taxes in the total amount of \$4,483.74.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON Sept 28, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 29th DAY OF Sept. 2010
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

BLOCK	LOT	OWNER	AMOUNT
93	3.03	Cohen, Aimee & Edward 1867 East 9 th Street Brooklyn, NY 11223	1,342.90
416	3.204	Gambacurta, Emil 7690 N.W. 18 th Street #401 Margate, FL 33063	1,533.54
416	7.102	DB Mort. Grp. LLC Oper and Int. Expense c/o The PRC Group Attn: Diane Bellavia P.O. Box 70 West Long Branch, NJ 07764	1,607.30

R# 260-10

**RESOLUTION TO REFUND
OVERPAYMENT OF 2010 TAXES
DUE TO TAX EXEMPT STATUS
NJSA 54:4-3.30**

BE IT RESOLVED, by the City Council of the City of Long Branch that upon the recommendation of the Tax Collector, the taxes paid on the property due to tax exempt status under NJSA 54:4-3.30, et seq., for the tax year 2010 be refunded and,

NOW THEREFORE BE IT RESOLVED, that the Finance Office is hereby authorized to issue individual check(s) to the taxpayers(s) shown below and charge 2010 taxes in the total amount of \$311.80.

BLOCK	LOT	NAME	AMOUNT
485	1.155	Doyle, William J. Jr. & Diane 6 Seawinds Way Long Branch, NJ 07740	311.80

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
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REGULAR MEETING HELD ON Sept. 28, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29 DAY OF Sept, 2010
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

R# 261-10

**RESOLUTION TO CANCEL
PART OF 2010 TAXES
UNDER NJSA 54:4-3.30 BY
THE RECOMMENDATION OF
THE TAX ASSESSOR**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Assessor, the 2010 taxes shown below be cancelled due to the property being tax exempt under NJSA 54:4-3.30 from September 1, 2010 and thereafter and,

NOW THEREFORE BE IT RESOLVED, that the Tax Collector is hereby authorized to cancel the taxes shown below in the total amount of \$2,215.02.

BLOCK	LOT	OWNER	AMOUNT
485	1.155	Doyle, William J Jr. & Diane	\$2,215.02

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON Sept. 28, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF Sept. 2010
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

**RESOLUTION AWARDING BID FOR
TWO YEAR CONTRACT FOR DISPOSAL OF BULKY WASTE**

WHEREAS, the City of Long Branch has the need to contract for disposal of Type 13 and 13C bulky waste collected by the Public Works Department from its curbside collection program; and

WHEREAS, through a fair and open process, the City has advertised to receive bids on September 21, 2010, for a two year contract for disposal of Type 13 and Type 13C bulky waste, and the following bids were received:

Mazza & Sons, Inc. (\$ 77.65)	\$ 465,900.00
Republic Services of NJ LLC DBA MARPAL DISPOSAL (\$ 79.01)	\$ 474,060.00

WHEREAS, the bid documents were reviewed by the Purchasing Agent, and found to be in order; and

WHEREAS, it is the recommendation of the Public Works Director that it is in the City's best interest to award a contract to Mazza & Sons, Inc. as the low bidder; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds for these contracts are available in the 2010 Budget, Department of Public Works, Division of Solid Waste Disposal, Appro. #0-01-057-521, in the amount of \$ 40,000.00 with continuation of the contracts contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or additional funds in the 2011 adopted and future budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a two year contract be awarded to Mazza & Sons, Inc. for disposal of up to 6,000 tons of Type 13 and 13C bulky waste at \$ 77.65 per ton, in accordance with the bid specifications and proposal, for a sum not to exceed \$ 465,900.00

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said award.

OFFERED: Pallone
 SECOND: Bastelli
 AYES: 5
 NAYES: 0
 ABSENT: 0
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON Sept. 28, 2010
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 29th DAY OF Sept. 2010
Kathy L. Schemel
 MUNICIPAL CLERK, R.M.C.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

TWO YEAR CONTRACT FOR DISPOSAL OF BULKY WASTE

Said contract being made as follows:

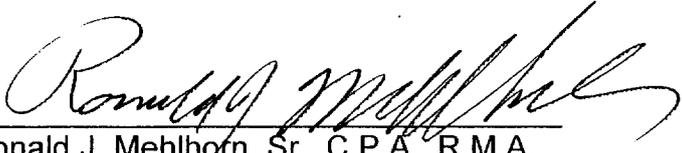
Said funds being available in the form of:

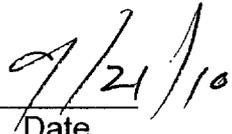
2010 BUDGET

SOLID WASTE DISPOSAL

APPRO. #0-01-057-521 \$ 40,000.00

***CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2010 ADOPTED AND FUTURE BUDGETS.**


Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer


Date

Kathy Schmelz

From: "Fred Migliaccio" <fmigliaccio@ci.long-branch.nj.us>
To: "Mike Hrbek" <mhrbek@ci.long-branch.nj.us>
Cc: "Kathy Schmelz" <kschmelz@ci.long-branch.nj.us>
Sent: Friday, September 24, 2010 9:12 AM
Subject: Bid Recommendations

I HAVE REVIEWED THE BIDS FOR BRUSH GRINDING AND BULKY WASTE DISPOSAL. IT IS MY RECOMMENDATION THAT THE BIDS BE AWARDED TO THE LOW BIDDER AS FOLLOWS:

Brush Grinding at DPW Atlantic Ave yard
Reliable Wood Products, LLC
(\$ 5.95 per cubic yard)
\$ 130,900.00

Bulky Waste Disposal Contract
MAZZA & SONS \$ 77.65

9/24/2010

ARTICLE THREE: PAYMENT: OWNER agrees to pay CONTRACTOR for said work and materials after delivery of any purchase or performance of stated work under the terms of this contract, in accordance with said Contract Documents, and within the time stated for DELIVERY, for the actual quantity of authorized work done under each item scheduled in the Proposal, at the respective unit price bid therefore by the CONTRACTOR, which payment according to the estimated quantities will amount to a sum not to exceed \$465,900.00 (four hundred sixty five thousand nine hundred dollars).

Payments to be made in accordance with the OWNER'S requirement for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the OWNER reserves the right to increase or decrease any or all of the quantities in each item at the unit price bid.

Acceptance of the final payment by the CONTRACTOR shall be understood to be a release in full of all claims against the OWNER arising out of or by reason of the work done and the materials furnished under this contract.

ARTICLE FOUR: INDEMNIFICATION: The CONTRACTOR will make all payments of proper charges for said work required in accordance with said Contract Documents, and will indemnify and save harmless the OWNER, its officers, agents, or servants and each and everyone of them, against and from all claims, suits, actions, damages and/or costs of every name and description, including royalties, fees or claims for the use of patented methods, or patented rights, or copyrights, and from all damages to which the OWNER, or any of its officers, servants or agents, may be subjected or put by reason of injury to person or property of others, or property of the Owner, resulting from carelessness in the performance of its work or through the negligence of, or through any act or omission on the part of, the CONTRACTOR, its agents or agent, servants, or subcontractors.

ARTICLE FIVE: ASSIGNMENT OR SUBLETTING: CONTRACTOR covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior written approval of the OWNER.

ARTICLE SIX: AFFIRMATIVE ACTION REQUIREMENTS:

During the performance of this contract, the CONTRACTOR agrees to comply with Affirmative Action Regulations, P.L. 1975, c. 127 (N.J.A.C.17:27), as amended and supplemented from time to time, and, more specifically, as detailed in the section of the bid specifications entitled "Supplement to Information to Bidders, Procurement, Professional and Service Contract, Affirmative Action", and/or Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts, which reads as follows:

The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed,

color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this on-discrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-36 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJAC 17:275.2.

The contractor or subcontractor agrees to confirm in writing its appropriate recruitment agencies including but not limited to employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in director discretionary practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary to assure that all personnel testing conforms with the principals of job related testing, as established by the statues and court decisions of the state of

new Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor, or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and lay off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the state of New Jersey, and applicable federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee information Report Form AA302

The contractor and its subcontract shall furnish such reports or other documents to the Division of Contract Compliance & EEO as maybe requested by the Division from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC17:27.

ARTICLE SEVEN: PERFORMANCE BOND: **CONTRACTOR**, upon execution of this agreement and said Contract Documents, shall execute a performance bond and payment bond. Said bonds shall be executed by a responsible bonding company, in good financial standing, and authorized to do business in the State of New Jersey, and shall be posted within fifteen (15) days of award of the Contract.

ARTICLE EIGHT: LIQUIDATED DAMAGES: **CONTRACTOR'S** failure to execute the contract within fifteen (15) days after he has received notice of acceptance of his bid shall be considered breach of contract and **CONTRACTOR** shall forfeit to the City of Long Branch, as liquidated damages for such failure or refusal, the bid security required in the bid specifications.

"The **CONTRACTOR**, is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P.L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

This Contract shall be binding upon the **OWNER**, its successors and assigns, and upon the **CONTRACTOR**, its successors and assigns or heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the **OWNER** has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR**, attested by **IRENE A. JOLINE, CLERK**, and the Municipal Seal to be hereunto affixed, and **CONTRACTOR** hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

OWNER: CITY OF LONG BRANCH

Attested by:

Kathy Schmelz, RMC
City Clerk

Date:

Adam Schneider, Mayor

CONTRACTOR:

By: _____

Attested by:

Title

Date: _____

CITY OF LONG BRANCH
Notice to Bidders

Notice is hereby given that sealed bids will be received by the Council of the City of Long Branch, New Jersey, for:

B-2010 – 6 BULKY WASTE DISPOSAL
CONSENT OF SURETY AND PERFORMACE BOND NOT REQUIRED

Bids will be opened and read in public by the Purchasing Agent, or his designate, in the City Council Caucus Room, Second Floor, Municipal Building, 344 Broadway, Long Branch, New Jersey on:

TUESDAY, SEPTEMBER 21, 2010 AT 11:00AM PREVAILING TIME

Specifications will be on file in the Purchasing Office and may be examined by prospective bidders during normal business hours. Bidders may obtain a copy of the bid package by request to the Purchasing Office. Specifications will not be faxed, nor will faxed proposals be accepted.

Proposals must be made on the standard Proposal Form provided, and must be enclosed in a sealed envelope addressed to: City Clerk, City of Long branch, 344 Broadway, Long Branch N.J. 07740. The outside of the envelope must be clearly marked with the BID name and number above, and indicate the name and address of the bidder.

Bids must be accompanied by Bid Surety in the form of a certified check or bid bond, drawn to the order of the City of Long branch, for not less then ten (10%) of the bid, except that the bid security not exceed \$ 20,000.00

Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27 (Affirmative Action), and with requirements of P.L. 1977, c 33.

In accordance with P.L. 2004, Chapter 57, bid proposals must be accompanied by a copy of Bidder's valid New Jersey Business Registration Certificate (FORM-BRC) as issued by New Jersey State Department of Treasury, Division of Revenue, or the bid cannot be considered.

The City of Long Branch reserves the right to require a complete financial and experience statement from bidders showing they have satisfactorily completed work of a similar nature before awarding the contract. The City also reserves the right to reject any or all bids, or to increase or decrease the quantities as designated in the specifications.

In the event it is not possible to be present at the time and place of the bid opening, bids may be mailed to the City Clerk, Municipal Building, 344 Broadway, Long Branch, N.J. 07740

Michael J. Hrbek, Purchasing Agent

CITY OF LONG BRANCH INFORMATION TO BIDDERS

1. Receipt of Bids

Sealed bids will be received by the City Clerk and, at the date, time, and location stated in the Notice to Bidders, shall be publicly opened and read aloud by the Purchasing Agent, or his/her designee.

2. Form of Proposal

- a. No oral, telephone, telegraph or faxed bids, bid documents or bid modifications will be accepted. Bid price must remain firm for sixty (60) days from date of opening.
 - b. The Bid Proposal shall be enclosed in a sealed envelope, addressed to City of Long Branch, Office of the City Clerk, 344 Broadway, Long Branch, NJ 07740, and bearing, on the face of the envelope, (1) the name and address of the bidder, and (2) clearly marked "BID", with the bid title and/or bid #. The City will not be responsible for bids that are misaddressed and therefore not delivered to the Office of the City Clerk prior to the date and time of the bid opening. Such bids may be considered as late and, therefore, returned unopened.
 - c. All bids must be submitted on forms prepared by and available from the Purchasing Department. All proposal forms must be filled out and signed in ink or ball point pen by a person authorized to do so. Bid prices must be written in ink or typewritten. Any changes, white-puts, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
 - d. Each bid proposal form must give the full business address of the bidder, and must be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners, and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the state in which it is incorporated, and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
 - e. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof, may waive any informalities in the bids, and/or may reject any or all bids if deemed in its best interest.
-

3. Signature

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation, the bid shall be signed by two properly authorized officers of the corporation. The bid shall indicate whether the bidder is an individual, a partnership or a corporation.

In the case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation name with the name of the State under which it is incorporated and the names of its officers shall be given.

4. Withdrawal of Bid

Sealed bids forwarded to the City before the time of the opening of the bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) days.

5. Late Bids

It is the bidder's responsibility to see that its bid is presented to the City on the hour and at the place designated in the Notice to Bidders. Bids may be hand delivered or mailed through U.S. Postal Service or private delivery service; however, the City disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in Section 2b, above, must also appear on the outside to the delivery company envelope. Bids received after the designated time and date will not be considered, and will be returned to the bidder unopened.

6. Request for Bid Package

Prospective bidders may obtain a bid package by applying in person to the Purchasing Department, Municipal Building, First Floor, 344 Broadway, Long Branch, during regular business hours, or by requesting the bid package by phone or mail. The City will be responsible for putting the package in the mail but assumes no responsibility for the bidder's receipt of same.

7. Obligation of Bidder

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this Proposal.

8. Proposal Security

Each bid will be accompanied by either a certified check, cashier's check or bid bond in the amount of ten (10) percent of the bid, unless indicated otherwise in the bid specifications, payable to the City of Long Branch. Such Proposal Security will be returned to the unsuccessful bidders within sixty (60) days after the formal opening of the bids. The Proposal security of the successful bidder will be returned within ten (10) days after the City and the successful bidder have executed a contract for the proposed purchase and performance bond has been provided to the City or, if no contract is executed, within sixty (60) days after the date of the opening of the bids, upon the demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid. **In accordance with New Jersey Statute, failure to submit this security will result in rejection of the bid.**

9. Certificate of Surety

Each Proposal must, if indicated on the Bidder's Check List, be accompanied by Certificate of Surety. Said Certificate shall be from bonding company, registered to do business in the State of New Jersey, guaranteeing that it will, upon award of the contract to the bidder, provide a performance bond or 100% of the contract. A sample Certificate of Surety is incorporated into these specifications. **In accordance with New Jersey Statute, failure to provide the Certificate of Surety, if required in the Notice to Bidders, will result in rejection of the bid.**

10. Performance Bond

If indicated as a requirement in the Notice to Bidders, the successful bidder will be required to provide, simultaneously with the delivery of the executed contract, an executed Performance Bond, in the amount of one hundred percent (100%) of the acceptable bid, as security for the faithful performance of this contract. **Failure to deliver this bond with the executed contract shall be cause for declaring the contract null and void.**

11. Public Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, Municipal or School District contract for performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. **In accordance with New Jersey Statute, failure to supply this information with your proposal will result in rejection of the bid.**

12. Non-Collusion

The bidder must submit with his proposal the attached affidavit of non-collusion, which must be signed and notarized. **Failure to include this executed form with your bid proposal will result in rejection of the bid.**

13. Receipt of Addenda

Any necessary addenda to these specifications will be delivered to all prospective bidders by fax and/or mail within the timeframe allowable by law. Bidders must complete Acknowledge of Receipt of Addenda form provided in the bid package. **In accordance with New Jersey Statute, failure to include this executed form with your bid proposal will result in rejection of the bid.**

14. Business Registration

In accordance with P.L. 2004, Chapter 57, all bidders submitting a bid to the City must include, with their bid submission, proof of registration of their business with State of New Jersey, Department of Treasury, Division of Revenue, in the form of a copy of the bidder's valid Business Registration Certificate (see sample form in specification package). Regardless of whether the City may have on file a copy of this form, **in accordance with New Jersey Statute, failure to include your Business Registration Certificate with your bid proposal will result in mandatory rejection of the bid.**

Further, the successful bidder must review and comply with the mandatory language in the attachment entitled Business Registration Certificate Compliance incorporated into these bid specifications. This language will become part of the contract document upon award of the bid.

15. Public Works Contractor's Registration

In accordance with N.J.S.A. 34:11-56.48 et seq., all contractor's bidding on contracts for "public works", and listed subcontractors, in addition to compliance with Prevailing Wage Regulations, must have, at the time of the receipt and opening of bids, a valid Public Works Contractor's Registration, issued by New Jersey Department of Labor, Division of Wage and Hour Compliance, Contractor Registration Section. Bids submitted by unregistered contractors can not be considered. The City requests copy of said registration(s) with the submission of the bid, if possible. The contract will not be awarded until certificates are received from the contractor, and verified with the State for validity.

16. Quantities

Quantities stated in these specifications are estimates of the City's needs. The City reserves the right to increase or decrease quantities, or to completely eliminate any item or items, depending upon its needs, and based on New Jersey Local Public Contracts Law.

17. Brand Names

Brand names are mentioned for the purpose of setting a standard of comparison. Equivalent brands will be accepted if, upon comparison, they prove to be equal. However, note of substitute brands must be made on the Proposal Form. Otherwise, it will be assumed that the bidder will provide the brand named in the specifications.

18. Delivery Cost and Terms

Unless otherwise stated in these specifications, the bid price(s) provided shall be inclusive of any and all costs for packing, crating, containers, and transportation. All transportation charges shall be fully prepaid by the contractor, with terms F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

The contractor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the contractor. In case of rejected materials, the contractor will be responsible for return freight charges.

19. Variations to Specifications

For the purpose of evaluation, the bidder must indicate any variations to the specifications, terms and/or conditions, no matter how slight. If no variations are stated on the Proposal Form, it shall be construed that the bid fully complies with these specifications.

All proposals must be accompanied by product literature, brochures, and additional information as may be necessary to evaluate the product being bid. Failure to provide this literature may be cause for rejection of the bid.

20. Discrepancies in Bid

In the event there is a discrepancy in figures on the Proposal Form, the written figure, if applicable, shall be considered the correct figure. In the event there is no written figure, the unit price shall be considered correct.

21. Acceptance of Bid and Its Effect

Within sixty (60) days after the opening of the bids, the City will act upon them. The acceptance of a bid will be given to the successful bidder by formal written notice of action taken by the Long Branch City Council. No other act of the City or any official shall constitute the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as hereinafter provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of agreement of contract. Acceptance of a bid as provided herein, shall constitute the award of the contract.

22. Bidder's Hearing

In the event that a bid is to be rejected, the bidder will be notified of the proposed action in writing by the Purchasing Agent, and afforded the right to a Hearing before the City's Hearing Officer. The Hearing Officer will make a recommendation to Council based upon the information gathered at the Hearing. Should the bidder fail to request a hearing, he will be barred from challenging the award of the bid.

23. Award of Bid

Award of this bid is subject to availability of funds. The City reserves the right to award the bid on a line item or lump sum basis, or to reject all bids, if deemed in its best interest. In the event of equal or tie bids, the City reserves the right to award, at its discretion, to any one of the tie bidders.

24. Time for Executing the Contract

The bidder whose bid shall be accepted will be required to execute a contract within fifteen (15) days after the notice that his Proposal has been accepted. Failure or neglect to execute the Contract within the said period shall constitute a breach of the agreement effected by the acceptance of the bid and the Proposal security shall thereupon become forfeited. The provisions contained in the said contract shall be considered a part of the Specifications.

25. Liquidated Damages for Failure to Enter Into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) days after he has received notice of acceptance of his bid, shall forfeit to the City as liquidated damages for such failure or refusal, the proposal security deposited with his bid.

26. Assignment or Subletting of Contract

The contractor may not assign or sublet this contract, in whole or in part, without prior express written approval of the City Business Administrator.

27. Time of Payment

The City shall make payment within forty-five (45) days after delivery of any purchase, upon request to the Finance Department for payment in the form of signed voucher and invoice.

28. Tax Exemption

The City of Long Branch is exempt from all Federal and State excise, sales, and other taxes. Tax ID number is available upon request to the Comptroller's Office.

29. Prevailing Wages

The successful bidder must comply with provisions of State Labor Laws, and New Jersey Prevailing Wage Act (34:11-56.26 et. seq.), and, if applicable, must submit certified payrolls in form set forth in N.J.A.C. 12:60-6.1(c).

Construction projects funded through Federal government funding must comply with the Federal Davis Bacon Prevailing Wage Act (29CFR, Parts 1, 3, 5), and the provisions of Federal Labor Laws.

30. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder is required to read the Americans with Disabilities language that is part of this specification, and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the act and to hold the City harmless.

31. Affirmative Action

The bidder must read, make himself familiar with, and agree to the terms of the Affirmative Action Statement which immediately follows this section. Further the bidder must complete the Affirmative Action questionnaire incorporated into this bid package.

32. Insurance

The contract shall maintain Workmen's Compensation, General Liability, and Automobile Liability insurance coverage in amounts as required in the bid specifications and subject to City approval, and, if requested, shall name the City as also insured.

33. Indemnification

The bidder, if awarded a contract, agrees to protect, defend and save harmless the City, its agents, servants, employees, and assigns against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the City, its agents, servants, employees, and assigns from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents. This indemnification and save harmless obligation shall include cost of providing for defense of the City of Long Branch in any type of action filed against the City.

34. Contract Forms

Incorporated into this bid package is a sample of the City's standard contract form. All prospective bidders should familiarize themselves with this form in the event they are awarded the bid.

35. Definition

The terms "bidder", "vendor", and "contractor", as mentioned in these specifications, shall be considered to be synonymous.

36. Preference for Domestic Products

Pursuant to 40A:11-18 of the revised Statutes of the State of New Jersey, only manufactured products of the United States, wherever available, shall be used in connection with this contract. Bidders intending to claim domestic preference must submit with their bid documentation that the products or goods being provided under this bid are solely made, manufactured, assembled in the United States of America, including detail on the point of origin of the goods and/or all its components. Additionally, the bidder must provide an affidavit certifying that the products or goods are American made or manufactured.

37. Material Safety Data Sheets

In accordance with Workers and Community Right to Know Act (N.J.S.A. 34:5a-1 et seq) the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9), which includes 2051 substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, each bidder must furnish the City of Long Branch with a MSDS (Material Safety Data Sheet) for each product they supply to the City which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). These MSDS must be submitted to the City of Long Branch upon award of bid and signing of the contract documents. The City of Long Branch reserves the right to request a copy of the applicable MSDS be forwarded to the appropriate department with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-9, each product shall have a label affixed or stenciled onto any container that contains such substances and is going to be supplied to the City.

38. Non-Appropriation of Funds

In accordance with New Jersey Statutes, multi-year contracts, and contracts whose term encompasses more than one fiscal year, are awarded based upon certification of adequate funds in the current budget year, with continuation of the contract contingent upon provision of additional funds in future year budgets.

If, in fact, due to budget constraints, the City determines that it cannot continue the contract beyond the period for which funds were certified, it will give the contractor sixty (60) days written notice of its intent to cancel the contract.

39. Disclosure of Contributions to ELEC

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. The report is due September 28, 2007 for the 2006 calendar year, and March 30 of each subsequent year for reporting for prior year contracts. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

**CITY OF LONG BRANCH
BID SPECIFICATIONS
BULKY WASTE DISPOSAL**

SCOPE

It is the intent of the City of Long Branch to receive bids for a contract for disposal at a DEP licensed Bulk Material Recovery Facility of Type #13 and Type #13C waste material collected as part of its curbside collection program.

The Bulk Material Recovery Facility must be permitted by the New Jersey Department of Environmental Protection to accept bulky waste, rubbish, construction and demolition and other types of non-hazardous Type #13 and Type #13C waste materials as defined in the New Jersey Department of Environmental Protection Solid Waste Regulations (N.J.A.C.7:26), and included in the Monmouth County Solid Waste Management Plan.

The successful bidder shall accept the proposed Type #13 and Type #13C waste materials, either separated or co-mingled, as delivered in City compactor trucks, container trucks or other trucks as specified below. The contractor will not be required to accept any Type 13 or Type 13C waste materials that are contaminated with putrescible garbage.

DEFINITIONS

"Bulky Materials Recovery Facility" means those sites designated in the Monmouth County Solid Waste Management Plan, such as a transfer station which is primarily designed, operated and permitted to process non-hazardous Type #13 and Type #13C bulky waste by utilizing manual and/or mechanical methods to separate from the incoming waste stream categories of useful materials which are then returned to the economic mainstream in the form of raw materials or product of reuse.

"Type #13 Bulky Waste" is defined as large items of solid waste, which because of their size or weight require handling other than normally used for municipal waste. Bulky waste includes, but is not limited to, such items as demolition or construction materials, old fence, carpet and padding, cartons, microwave ovens, furniture, household articles of an unwieldy nature, tires, and drums.

"Type #13C Construction and Demolition Waste" is defined as waste building material and rubble resulting from construction, remodeling, repair and demolition operations on houses and other structures. The following materials may be found in construction and waste: treated and untreated wood scrap; plaster and wood board; roofing materials; non-asbestos building insulation; plastic scrap; carpet and padding; glass (window and door); and other miscellaneous materials; but shall not include other solid waste types.

"Rubbish" is defined as all materials generated by residential units consisting of material other than food waste and items not included in the City's current list of recycled materials.

"Material Statement" means the definitions of bulky waste, construction and demolition waste, and rubbish is intended to give an indication of the types of waste to be accepted by the contractor and does not list every conceivable item that could be listed.

The terms "Contractor" and "Bidder" shall be considered synonymous.

BIDDER SUBMISSIONS

In addition to the items listed on the Bid Document Check List, the bid proposal must be accompanied by the following:

1. A copy of the DEP permit must be included with the bid proposal.
2. A list of all other government entities with which the bidder has a current contract for disposal of Type #13 and Type #13C waste materials. List must include term of contract.
3. List of contractor's equipment to be used in the performance of this contract.

Please note that all bid documents must be in the name of the bidder submitting the proposal. This includes the Business Registration Certificate, the DEP Permit, Bid Bond, etc.

CONTRACTOR'S RESPONSIBILITIES

The contractor's facility shall be licensed and permitted by the State of New Jersey, Department of Environmental Protection, and said license shall be maintained throughout the life of this contract. Any loss or suspension of license/permit shall be deemed as cause for cancellation by the City of this contract.

The types of City vehicles currently picking up bulky waste include 25 CY sanitation compaction vehicle(s), 32 CY sanitation compaction vehicle(s), 20 yard recycling container truck(s), and stake body truck(s). However, all prospective bidders shall, prior to submitting a bid, familiarize themselves with all City hauling vehicles. Submission of a proposal for this contract shall be deemed conclusive evidence that the contractor is familiar with and able to accommodate these vehicles.

The contractor must accept partial loads, and bill only for actual weight of material delivered to the facility by City vehicle. A computerized weight slip must be provided for each load delivered, and each receipt must be signed by the City employee delivering the load, and must include the vehicle #, or license plate #.

On a monthly or quarterly basis, as well as annually, the contractor must provide the City with a report on the tonnage of each of the types of waste recycled from the City's deliveries. Reports shall be mailed to the Public Works Director within fifteen (15) days of the end of the reporting period. Failure to provide the required reports on a timely basis may delay payment to the contractor.

The contractor agrees to accept the City's Type #13 and Type #13C waste materials at the price(s) indicated on the proposal for the duration of the contract. Failure to comply will be deemed as default of the contract, and any funds due the contractor may be withheld as liquidated damages.

FACILITY SCHEDULE

The contractor's facility hours and days of operation shall, at a minimum, be the same as the Monmouth County Reclamation Center. In the event of a declared emergency, the bidder must open their facility to accept material generated as a result of the emergency condition, provided the City provides reasonable notice.

The City picks up bulky waste each Wednesday, except the weeks in which there is a holiday. As an estimate, the contractor should expect to receive a minimum of four 20-25 CY deliveries each Wednesday, excluding holiday weeks. Other deliveries will be made on an as needed basis.

The contractor agrees to arrange for City vehicles to depart within twenty (20) minutes of arrival at the Bulk Material Recovery Facility location. Failure to comply with this provision after notice to the facility of the deficiency has been provided will be deemed cause for cancellation of the contract.

SITE CONDITIONS

In the event, in the opinion of the City, the contractor's site conditions pose a health or safety risk to City personnel or equipment, the City reserves the right to redirect their Type #13 or #13C waste to another facility of its choice.

MARKETING OF MATERIALS

Any materials delivered to the Bulk Material Recovery Facility by the City become the property of the contractor. The contractor shall retain any revenue generated from the processing of the Type #13 or #13C materials.

ESTIMATED QUANTITIES

Based on prior history, the City anticipates that it will transport to the bidder's facility annually approximately 2100 to 3000 tons of Type #13 and Type #13C waste materials annually. The higher quantity is provided for the purpose of setting a not to exceed value for the contract. The actual annual tonnage delivered may be a lesser figure; however, the bid price per ton applies regardless of the quantity.

Award of this contract shall be considered to be non-exclusive, and shall not preclude the City from transporting of Type #13 and Type #13C waste materials to the Monmouth County Reclamation Center if it so chooses.

TERM OF CONTRACT

The City is requesting bids for a two (2) year contract. The bidder must hold the per ton bid price firm for the two year period. The contract will commence on October 1, 2010.

If the bidder's performance of this contract is satisfactory, at the City's option, his contract may be extended for an additional two year term. The bidder must indicate on the proposal form whether it would agree to an extension under the following terms. In accordance with Local Public Contracts Law, N.J.S.A. 40A:11-15, at the time of the extension of the contract, the per ton price charged by the bidder may be adjusted. However, any adjustment shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. The City's Finance Director shall provide to the bidder documentation on the change in index rate prior to the City Council authorizing the contract extension.

At least 30 days prior to the anniversary date of the contract, the City will notify the contractor in writing of its intentions relative to extension of the contract.

Attention is called to Paragraph 38 of Information to Bidders relative to Non-Appropriation of Funds for this contract after budget year 2010.

FORMULA FOR DETERMINING LOW BIDDER

For the purpose of evaluating and determining the low bidder, taking into consideration the City's cost in labor and equipment to deliver the waste materials to the bidder's facility, the City will utilize the following formula.

The bidder must provide, in addition to the charge per ton, the distance (one way) over public roadways to its disposal facility from the City's DPW Yard at 636 Route 36 (between Grand Avenue and Branchport Avenue) rounded to the nearest mile. This mileage figure, multiplied by a cost of \$.50 per mile, will be considered the City's haulage cost for transport of the waste materials to the bidder's facility. For purposes of determining the low bidder only, this figure will be added to bidder's per ton charge for disposal of the waste materials.

Example:

Bidder A's Proposal: Year One bid price of \$75. per ton for disposal cost, and 7 miles to bidder's facility. The City's cost of haulage is \$3.50, and for the purposes of evaluation of the bid, the City's calculated cost per ton would be \$78.50.

Bidder B's Proposal: Year One bid price of \$72. per ton for disposal cost, and 14 miles to its facility. The City's cost of haulage is \$7.00, and for the purposes of evaluation of the bid, the City's calculated cost per ton would be \$79.00.

Bidder A would be considered the low bidder. Note: 1) The City will verify the mileage figure provided for accuracy. 2) The price per ton paid to the successful bidder will be the bid price per ton indicated on the proposal form.

The low bid will be determined based on the bid price for year one. However, evaluation of the bid price per ton for each of the two successive years, as well as the bidder's performance of the contract terms, will be reviewed to determine whether or not the City will exercise its option to extend the contract after year one.

PAYMENT

Contractor must bill on a monthly basis. The City will process payment upon receipt of an invoice and signed purchase order/voucher. Normal turnaround time for payment is usually in 30 days or less.

The contractor must include with the billing a copy of the delivery ticket for each load, including date, computerized calculation of weight, signature of driver and truck number. (Note: If contractor's system does not provide for multi-part delivery tickets, do not give the City's copy to the truck driver. Instead, retain that copy for submission with the monthly invoice.)

**CITY OF LONG BRANCH
PROPOSAL FORM**

Bidder's Name _____

Proposal for a two year contract for disposal of Type #13 and Type #13C Bulky Waste at Bidder's Bulk Material Recovery Facility:

*** PRICE PER TON MUST INCLUDE RECYCLING ENHANCEMENT TAX OF \$ 3.00 PER TON ***

<u>Description</u>	<u>Unit Price Per ton</u>	<u>Total Bid Price for up to 6,000 tons</u>
<u>Bid Price Years One and Two</u>	\$ _____	\$ _____

Bid price Years One and Two in words

Location of Bidder's Bulk Material Recovery Facility:

Bidder's estimate of mileage, one way, over public roads
between L.B. Public Works Yard and Bidder's Facility: _____
(Note: round to nearest mile.)

Bidder is _____ is not _____ willing to extend this contract for an additional two year term under the terms indicated in the paragraph entitled "Term of Contract" in these bid specifications.

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

THE CONTRACTOR IS REQUIRED TO SUBMIT, PRIOR TO OR AT THE TIME THE CONTRACT IS SUBMITTED FOR SIGNING BY THE PUBLIC AGENCY, ONE OF THE FOLLOWING THREE DOCUMENTS:

- I. APPROPRIATE EVIDENCE THAT THE CONTRACTORS OPERATING UNDER AN EXISTING FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM.**
- II. A CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL IN ACCORDANCE WITH N.J.A.C. 17:27-4.**
- III. AN INITIAL EMPLOYEE INFORMATION REPORT CONSISTING OF FORMS PROVIDED BY THE AFFIRMATIVE ACTION OFFICE AND COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH N.J.A.C. 17:27-4.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLIANCE

For Procurement (Goods and Services) Contracts (including Purchase Orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from the contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

For Construction Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 52:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

For more information, or to register online, go to <http://www.nj.gov/treasury/revenue/taxreg.htm>

Long Branch, New Jersey
ORDINANCE NO. 18-05

AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE NO. 13-05, KNOWN AS "AN ORDINANCE REQUIRING PUBLIC CONTRACTING REFORM, AND AMENDING AND SUPPLEMENTING THE 'REVISED GENERAL ORDINANCES OF THE CITY OF LONG BRANCH, NEW JERSEY' ACCORDINGLY," AS ADOPTED ON MAY 10, 2005.

WHEREAS, on May 10, 2005, the City of Long Branch adopted Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey' Accordingly" (the "Ordinance"); and

WHEREAS, the Ordinance places certain limitations upon the annual amount(s) of contributions that professionals may make to the political campaigns of the local elected officials who are ultimately responsible for the award of discretionary no-bid contracts for municipal professional services; and

WHEREAS, the intention of the Ordinance is to ensure trust in the process of local government, if not the quality or cost of services received, and to minimize any perceptions or concerns on the part of the public that discretionary no-bid contracts for municipal professional services are being awarded to professionals as a reward for having made substantial political contributions, or that the award of such contracts was influenced, even to a minor degree, by the payment of such contributions; and

WHEREAS, it is hereby found and declared that the practice of "wheeling," whereby one political organization channels campaign donations to another political organization with the intention to conceal or misrepresent the source of the contribution, may be utilized as a loophole to circumvent the proscriptions contained within the Ordinance; and

WHEREAS, the City Council of the City of Long Branch, in a continuing effort to ensure the integrity of the award of public professional service contracts, has therefore determined that it would be in the best interests of the City, and its residents, to amend the Ordinance in an attempt to curb the practice known as "wheeling;" and

WHEREAS, the City Council of the City of Long Branch also wishes to take this opportunity to clarify the "arbitration" provision referenced in Section 3(c) thereof; and

WHEREAS, the City Council of the City of Long Branch finds that it is in the best interest of the City and its residents to require that a contribution of more than fifty dollars (\$50.00) received by a candidate be reported in the manner set forth by the laws and regulations of the State of New Jersey.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, that Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey' Accordingly," which was adopted on May 10, 2005, is hereby amended and supplemented as follows:

SECTION 1

Prohibition on Awarding Professional Contracts to Certain Contributors

- (a) The City of Long Branch shall not enter into an agreement for professional services with any individual and/or professional business entity if that individual or entity has solicited or made any contribution of money or pledge of a contribution including in-kind contributions, to a campaign of any City of Long Branch candidate for Council or Mayor, in excess of the threshold specified in subsection (d) of this Section within one calendar year immediately preceding the date of the contract or agreement unless cured pursuant to Section 3. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions made during the applicable time period to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (b) No professional business entity which enters into negotiations for, or agrees to, any contact or agreement with the municipality or any department or agency thereof or any of its independent authorities for the rendition of professional services shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any City of Long Branch

- candidate or holder of public office having ultimate responsibility for the award of the contract, in excess of the amount set forth herein. This Section is to include any and all professionals who provide political contributions to any candidate for an office whether or not that candidate is presently in office or seeks office. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (c) For purpose of this ordinance, a "professional business entity" seeking a public contract means an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation, professional corporation; partnership; organization; or association. The definition of a business entity includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.
- (d) Any individual meeting the definition of "professional business entity" under this section may annually contribute a maximum of five hundred dollars (\$500.00) per candidate for Mayor and/or Council Member on an annual basis whether or not that individual has a professional services contract in place or not to the maximum extent of three thousand dollars (\$3,000) per annum per business entity. This section shall apply to any presently sitting Councilperson and/or the Mayor of the City of Long Branch and shall also apply to any individual who seeks to run for the office of Council person and/or Mayor of the City of Long Branch.
- (i) Any individual that owns less than ten (10%) percent of a professional business entity which contracts with the City of Long Branch shall not be treated as a part of that entity.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
- (1) The City of Long Branch, if the contract requires approval or appropriation from the Council.
 - (2) The Mayor of the City of Long Branch, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2

Contributions Made Prior to Effective Date

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any municipal candidate for Mayor or Council, or to any municipal or county party committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, shall be deemed a violation of this section, nor shall an agreement for property, good or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this section.

SECTION 3

Penalty

- (a) All City of Long Branch professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity as defined in Section 1(c) to violate Section 1(b) or to knowingly conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.
- (b) Any professional business entity as defined in Section 1(c) and (d) who knowingly fails to reveal a contribution made in violation of this Act, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be subjected to a fine in the sum of \$2,500 so far as the first offense and for any second offense, shall be disqualified from eligibility for future City of Long Branch contracts for a period of four calendar years from the date of the violation.
- (c) There shall be no breach of contract in the event a contribution is questioned and as a result of the questioning of the contribution the individual and/or business entity who makes the contribution requests that the contribution be returned by the campaign committee, the candidate or the political action committee to whom such contribution was made. In the event of any disputes as to whether or not a campaign contribution is proper the matter shall be submitted to arbitration before a retired Judge of the Superior Court of New Jersey.

SECTION 4
Reporting Requirements

Any contribution received by a candidate committee, joint candidates committee, or political committee, during an election fund report period of more than fifty dollars (\$50.00) or aggregate contributions received by such a committee in an election from a contributor totaling more than fifty dollars (\$50.00) during such a report period shall be reported by providing the information set forth in N.J.A.C. 19:25-10.2

SECTION 5
Severability

If any provision of this law, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this law to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this law are severable.

SECTION 6
Effective Date

This Ordinance shall take effect immediately upon final passage and publication in accordance with the law.

SECTION 7
Repealer

All other Ordinance or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Introduced: 6/14/05
Adopted: 6/28/05

Mazza & Sons, Inc.
3230 Shafto Road
Tinton Falls, NJ 07753
732-922-9292

Bid Submission
City of Long Branch
September 21, 2010
B-2010-6 Bulky Waste Disposal
11am Prevailing Time

**CITY OF LONG BRANCH
BID DOCUMENT CHECKLIST**

REQUIRED
BY OWNER

READ, SIGNED
& SUBMITTED

- | | | |
|-------------------------------------|---|-------------------------------------|
| <input checked="" type="checkbox"/> | EXECUTED BID PROPOSAL FORM | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | STOCKHOLDER DISCLOSURE CERTIFICATION | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | NON-COLLUSION AFFIDAVIT | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | BID/PROPOSAL SECURITY
(IN THE AMOUNT OF 10% OF THE BID, NOT TO EXCEED \$20,000) | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | CERTIFICATE OF SURETY | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | BUSINESS REGISTRATION CERTIFICATE | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | AFFIRMATIVE ACTION QUESTIONNAIRE | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | INSURANCE CERTIFICATE(S) | <input checked="" type="checkbox"/> |

REVIEWED

- | | | |
|-------------------------------------|--|-------------------------------------|
| <input checked="" type="checkbox"/> | MANDATORY AFFIRMATIVE ACTION LANGUAGE | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | AMERICANS WITH DISABILITIES ACT OF 1990 | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | PREVAILING WAGE REGULATIONS | <input type="checkbox"/> |

CITY OF LONG BRANCH
PROPOSAL FORM

Mazza+Sons, Inc.
Bidder's Name

Proposal for a two year contract for disposal of Type #13 and Type #13C Bulky Waste at Bidder's Bulk Material Recovery Facility:

* PRICE PER TON MUST INCLUDE RECYCLING ENHANCEMENT TAX OF \$ 3.00 PER TON *

<u>Description</u>	<u>Unit Price</u> <u>Per ton</u>	<u>Total Bid Price for</u> <u>up to 6,000 tons</u>
--------------------	-------------------------------------	---

Bid Price
Years One and Two

\$ 77.65 \$ 465,900⁰⁰

Four Hundred Sixty Five Thousand Nine Hundred Dollars
Bid price Years One and Two in words Zero Cents

Location of Bidder's Bulk Material Recovery Facility:

Mazza + Sons, Inc.
3230 Shafto Road
Tinton Falls, NJ 07753

Bidder's estimate of mileage, one way, over public roads between L.B. Public Works Yard and Bidder's Facility: 8 miles
(Note: round to nearest mile.)

Bidder is ___ is not X willing to extend this contract for an additional two year term under the terms indicated in the paragraph entitled "Term of Contract" in these bid specifications.

STOCKHOLDER DISCLOSURE CERTIFICATION

If bidder is a Sole Proprietorship, check here _____
And do not complete this statement.

The UNDERSIGNED, as bidder, in accordance with P.L. 1977, Chapter 33, of the State of New Jersey, declares and submits this Statement of Ownership.

Bidder is:

Partnership () Limited Partnership () Corporation () Limited Liability Corporation ()
Limited Liability Partnership () Sub-Chapter S Corporation (X) Corporation-Other ()

X I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. (Use additional sheets in this format if necessary.)

_____ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Stockholder/Partner

Name Dominick J. Mazza
Home Address 74 Rivers Edge Dr.
Little Silver, NJ 07739

Name James F. Mazza
Home Address 211 Cedar Ave.
Long Branch, NJ 07740

Name _____
Home Address _____

(If a corporation or partnership is shown as an owner of 10% or more stock, you must attach a Stockholder Disclosure form for that corporation/partnership.)
THIS FORM MUST BE INCLUDED WITH BID SUBMISSION.

Subscribed and sworn
Before me this day 20th
Sept. 2010

Peter A. Dellera, Jr.
Notary Public NJ
My commission expires:

[Signature]
(Signature of Officer/Owner)

Dominick J. Mazza, President
(Name and Title)

(CORPORATE SEAL)

PETER A. DELLERA, JR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 16, 2012

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF Monmouth

I, Dominick J. Mazza residing in Little Silver
(name of municipality)

in the County of Monmouth and State of New Jersey of full age,

being duly sworn according to law on my oath dispose and say that:

I, am President of the firm of Mazza + Sons, Inc.
(title or position) (name of firm)

the bidder making this Proposal for the bid proposal entitled B-2010-6 Bulky Waste
(title of bid proposal)
Disposal City of Long Branch and that I executed the said proposal with full authority to do so,

that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Long Branch** relies upon the truth of the statements contained in said Proposal, and in the statements contained in this affidavit, in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Mazza + Sons, Inc.
(name of firm)

Subscribed and sworn to
before me this day 20th
of Sept. 2010
Peter A. Dellera

[Signature]
(signature of affiant) Dominick J. Mazza, President

[Signature]
(signature of notary)

My Commission expires:

PETER A. DELLERA, JR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 16, 2012

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mazza & Sons, Inc. as Principal, and Hudson Insurance Company as Surety, is hereby held and firmly bound unto City of Long Branch as Owner, in the Penal Sum of Ten Percent of Amount Bid Not to Exceed \$20,000 (\$10% of Amount Bid Not to Exceed \$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 21st day of September, 2010.

The condition of the above obligation is such that whereas the Principal has submitted to City of Long Branch a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the B-2010-6 Bulky Waste Disposal (Delivered by Long Branch to Mazza's Yard).

NOW THEREFORE,

- A. If said bid shall be rejected or in the alternative,
- B. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY:

Kerry A. Kardos
Witness

Mazza & Sons, Inc.
Principal

[Signature]

BY:

Andrea M. Rupp
Witness

Hudson Insurance Company
Surety

[Signature]
Christopher J. Ruck, Attorney-in-Fact



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 300 First Stamford Place, Stamford, Connecticut, 06902, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Christopher J. Ruck of the Commonwealth of Pennsylvania,

its true and lawful Attorney(s)-in-Fact, at Stamford in the State of Connecticut, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes, however, that no single bid bond shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Million Five-Hundred Thousand Dollars (\$1,500,000).

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 17th day of August, 2007 at Stamford, Connecticut.

(Corporate seal)

Attest... [Signature]
Peter H. Lovell, Corporate Secretary



HUDSON INSURANCE COMPANY
By... [Signature]
Christopher L. Gallagher, Executive Vice President

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD SS.

On the 17th day of August, 2007 before me personally came Christopher L. Gallagher to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature]
Notary Public of Connecticut
My Commission Expires February 28, 2010

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD SS.

CERTIFICATION

The undersigned Peter H. Lovell hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

Witness the hand of the undersigned and the seal of said Company this 21st day of September, 2010.

(Corporate seal)

By... [Signature]
Peter H. Lovell, Corporate Secretary

CONSENT OF SURETY

The **Hudson Insurance Company** a Corporation organized and existing under the laws of the State of **Delaware** and licensed to do business in the State of **New Jersey** , hereby consents and agrees that if the contract for:

B-2010-6 Bulky Waste Disposal (Delivered by Long Branch to Mazza's Yard).

Be awarded to:

Mazza & Sons, Inc.

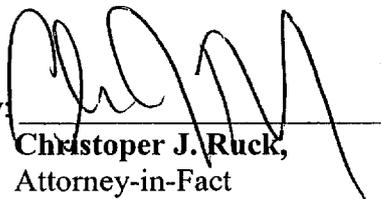
The undersigned Corporation agrees with the said:

City of Long Branch

To execute the final bond as required by the specifications or to become co-sureties with others in the full amount of the contract price for the faithful performance of the contract.

In witness whereof, the Undersigned Corporation has caused this agreement to be signed by its duly authorized representative and its Corporate Seal to be hereto affixed this **21st** Day of **September, 2010.**

Hudson Insurance Company

By: 
Christopher J. Ruck,
Attorney-in-Fact



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 300 First Stamford Place, Stamford, Connecticut, 06902, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Christopher J. Ruck of the Commonwealth of Pennsylvania,

its true and lawful Attorney(s)-in-Fact, at Stamford in the State of Connecticut, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes, however, that no single bid bond shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Million Five-Hundred Thousand Dollars (\$1,500,000).

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 17th day of August, 2007 at Stamford, Connecticut.

(Corporate seal)

Attest.....
Peter H. Lovell, Corporate Secretary



HUDSON INSURANCE COMPANY

By.....
Christopher L. Gallagher, Executive Vice President

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD SS.

On the 17th day of August, 2007 before me personally came Christopher L. Gallagher to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
Notary Public of Connecticut
My Commission Expires February 28, 2010

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD SS.

CERTIFICATION

The undersigned Peter H. Lovell hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

Witness the hand of the undersigned and the seal of said Company this 21st day of September, 2010.

(Corporate seal)

By.....
Peter H. Lovell, Corporate Secretary

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have certification from U.S. Secretary of the Treasury in accordance with 31 U.S.C. § 9305)

Hudson Insurance Company ("HIC"), surety on the attached bond, hereby certifies the following:

(1) The Surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17-17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this state, of the surety participating in the insurance of the attached bond is in the following amounts as of the calendar year ended December 31, 2009 (most recent calendar year which capital and surplus amount are available), which amounts have been audited by PriceWaterhouseCoopers LLP, PriceWaterhouseCoopers Center, 300 Madison Avenue, New York, NY 10017. The Annual Statement is on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325

Surety Company
Hudson Insurance Company

Capital and Surplus
\$ 227,071,069

(3) With respect to each surety participating in the issuance of the attached bond that has been received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on April 22, 2010 (most recent calendar year available) is as follows:

Surety Company
Hudson Insurance Company

Underwriting Limitation
\$ 22,707,000

10% of Amount Bid

(4) The amount of the bond which this statement and certification is attached to is \$ Not to Exceed \$20,000

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) That the name and address of each such reinsurer under the contract and the amount of that reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

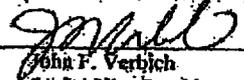
(b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I, John F. Verblich, as Senior Vice President and Chief Financial Officer for Hudson Insurance Company, a corporation domiciled in Delaware, DO HEREBY CERTIFY that, to the best of my knowledge the foregoing statements made by me are true, and ACKNOWLEDGE that if any of those statements are false, this bond is VOIDABLE.

HUDSON INSURANCE COMPANY

By: 
John F. Verblich
Senior Vice President and
Chief Financial Officer

Dated: September 21st, 2010
(Month, Day, Year)



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 21, 2010

NAIC COMPANY CODE: 25054

THIS IS TO CERTIFY THAT THE HUDSON INSURANCE COMPANY OF WILMINGTON, DELAWARE, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2011, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 10 - AIRCRAFT PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 14 - CREDIT
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 18 - LIVESTOCK
- 19 - SMOKE OR SMUDGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 21 - RADIOACTIVE CONTAMINATION
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE
- 26 - ACCIDENT AND HEALTH



THOMAS B. CONSIDINE
COMMISSIONER

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
MAZZA & SONS, INC.

ADDRESS:
3230 SHAFTO ROAD
TINTON FALLS NJ 07555
EFFECTIVE DATE:

03/20/06

TRADE NAME:

SEQUENCE NUMBER:
0102793

ISSUANCE DATE:
10/04/07

James J. Fruscione
Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

~~This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address~~

Certificate Number
603779

Registration Date: 08/17/2009
Expiration Date: 08/16/2011



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Dominick J. Mazza, President

A handwritten signature in cursive script, appearing to read "David J. Socolow".

David J. Socolow, Commissioner
Department of Labor and Workforce Development

Responsible Representative(s):
James F. Mazza, Vice-President

Mazza & Sons Inc
2009

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATION
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

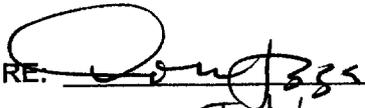
Yes No If yes, please submit copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

Yes No If yes, please submit copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: Mazza + Sons, Inc.

SIGNATURE: 

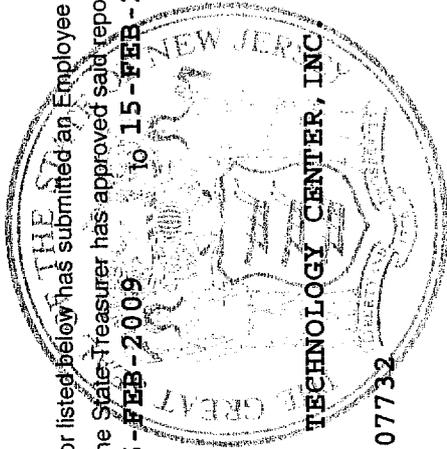
TITLE: Dominick J. Mazza, President

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L.1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

Certification 18302

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 - FEB - 2009** to **15 - FEB - 2016**



MAZZA & SONS/RECYCLING TECHNOLOGY CENTER, INC
3230 SHAFTO RD
TINTON FALLS NJ 07732

A handwritten signature in black ink, appearing to be "D. P. ...", written over a horizontal line.

State Treasurer

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2009

PRODUCER (215) 567-6300

The Graham Company
The Graham Building
1 Penn Square West
Philadelphia, PA 19102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Steadfast Insurance Co.	
INSURER B: Zurich-American Insurance Company	16535
INSURER C:	
INSURER D:	
INSURER E:	

INSURED Mazza & Sons, Inc.
3230 Shafto Road
Neptune, NJ 07753-7503

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EZL594657601	12/28/2009	12/28/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP943478701	12/28/2009	12/28/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	SEO594657001	12/28/2009	12/28/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC943478801	12/28/2009	12/28/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mason D. [Signature]

© ACORD CORPORATION 19

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

THE CONTRACTOR IS REQUIRED TO SUBMIT, PRIOR TO OR AT THE TIME THE CONTRACT IS SUBMITTED FOR SIGNING BY THE PUBLIC AGENCY, ONE OF THE FOLLOWING THREE DOCUMENTS:

- I. APPROPRIATE EVIDENCE THAT THE CONTRACTORS OPERATING UNDER AN EXISTING FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM.**
- II. A CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL IN ACCORDANCE WITH N.J.A.C. 17:27-4.**
- III. AN INITIAL EMPLOYEE INFORMATION REPORT CONSISTING OF FORMS PROVIDED BY THE AFFIRMATIVE ACTION OFFICE AND COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH N.J.A.C. 17:27-4.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**RESOLUTION AWARDING CONTRACT
FOR BRUSH GRINDING AT
DPW ATLANTIC AVENUE YARD**

WHEREAS, the City advertised to receive bids on September 21, 2010, for a twenty-four month contract for on-site grinding, transport and disposal of brush at its Atlantic Avenue Public Works Yard, Bid #2010-05, and the following bids were received:

Reliable Wood Products, LLC (\$ 5.95 per cubic yard)	\$ 130,900.00
A&L Harper Trucking Company Co., Inc. (\$ 6.85 per cubic yard)	\$ 150,700.00
Atlantic Tree Materials & Grinding Co., Inc. (\$ 6.95 per cubic yard)	\$ 152,900.00
Freehold Cartage (\$ 7.00 per cubic yard)	\$ 154,000.00

WHEREAS, bid documents were reviewed and found to be in order, and it is the recommendation of the Public Works Director that it is in the City's best interest to award a contract to Reliable Wood Products, LLC as the lowest responsible bidder; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form hereto attached, that funds are available for this purchase from the 2010 Budget, Department of Public Works, Division of Recyc/Solid Waste Disposal, Appropriation Line Item # 0-01-057-529, in the amount of \$ 5,000.00 with continuation of the contract contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and or additional funds in the 2011 and future Budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, that a contract for on-site grinding, transport and disposal of up to 22,000 cubic yards of brush be awarded to Reliable Wood Products, LLC in accordance with the bid specifications and proposal, for a sum not to exceed \$ \$ 130,900.00

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary document pursuant to said award.

OFFERED: Pallone
 SECOND: Bastelli
 AYES: 5
 NAYES: 0
 ABSENT: 0
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
 TO BE A TRUE, COMPLETE AND CORRECT COPY OF
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
 REGULAR MEETING HELD ON Sept. 28, 2010
 IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 29th DAY OF Sept. 2010
Kathy L. Schmelz
 MUNICIPAL CLERK, R.M.C.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

**TWO YEAR CONTRACT FOR BRUSH GRINDING
FOR PUBLIC WORKS DEPARTMENT**

Said contract being made as follows:

RELIABLE WOOD PRODUCTS, LLC. \$ 130,900.00 *

Said funds being available in the form of:

**2010 BUDGET
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DISPOSAL
BRUSH GRINDING 0-01-057-529 \$ 5,000.00***
*CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION
OF ADDITIONAL FUNDS THROUGH APPROPRIATION TRANSFER,
EMERGENCY APPROPRIATION, AND/OR PROVISION OF ADEQUATE
FUNDS IN 2011 AND FUTURE BUDGET.


Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

9/21/10
Date

Kathy Schmelz

From: "Fred Migliaccio" <fmigliaccio@ci.long-branch.nj.us>
To: "Mike Hrbek" <mhrbek@ci.long-branch.nj.us>
Cc: "Kathy Schmelz" <kschmelz@ci.long-branch.nj.us>
Sent: Friday, September 24, 2010 9:12 AM
Subject: Bid Recommendations

I HAVE REVIEWED THE BIDS FOR BRUSH GRINDING AND BULKY WASTE DISPOSAL. IT IS MY RECOMMENDATION THAT THE BIDS BE AWARDED TO THE LOW BIDDER AS FOLLOWS:

Brush Grinding at DPW Atlantic Ave yard
Reliable Wood Products, LLC
(\$ 5.95 per cubic yard)
\$ 130,900.00

Bulky Waste Disposal Contract
MAZZA & SONS \$ 77.65

9/24/2010

under the terms of this contract, in accordance with said Contract Documents, and within the time stated for **DELIVERY**, for the actual quantity of authorized work done under each item scheduled in the Proposal, at the respective unit price bid therefore by the **CONTRACTOR**, which payment according to the estimated quantities will amount to a sum not to exceed \$130,900.00 (one hundred thirty thousand nine hundred dollars).

Payments to be made in accordance with the **OWNER'S** requirement for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the **OWNER** reserves the right to increase or decrease any or all of the quantities in each item at the unit price bid.

Acceptance of the final payment by the **CONTRACTOR** shall be understood to be a release in full of all claims against the **OWNER** arising out of or by reason of the work done and the materials furnished under this contract.

ARTICLE FOUR: INDEMNIFICATION: The **CONTRACTOR** will make all payments of proper charges for said work required in accordance with said Contract Documents, and will indemnify and save harmless the **OWNER**, its officers, agents, or servants and each and everyone of them, against and from all claims, suits, actions, damages and/or costs of every name and description, including royalties, fees or claims for the use of patented methods, or patented rights, or copyrights, and from all damages to which the **OWNER**, or any of its officers, servants or agents, may be subjected or put by reason of injury to person or property of others, or property of the **Owner**, resulting from carelessness in the performance of its work or through the negligence of, or through any act or omission on the part of, the **CONTRACTOR**, its agents or agent, servants, or subcontractors.

ARTICLE FIVE: ASSIGNMENT OR SUBLETTING: **CONTRACTOR** covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior written approval of the **OWNER**.

ARTICLE SIX: AFFIRMATIVE ACTION REQUIREMENTS:

During the performance of this contract, the **CONTRACTOR** agrees to comply with Affirmative Action Regulations, P.L. 1975, c. 127 (N.J.A.C.17:27), as amended and supplemented from time to time, and, more specifically, as detailed in the section of the bid specifications entitled "Supplement to Information to Bidders, Procurement, Professional and Service Contract, Affirmative Action", and/or Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts, which reads as follows:

The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will

take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this on-discrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-36 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJAC 17:275.2.

The contractor or subcontractor agrees to confirm in writing its appropriate recruitment agencies including but not limited to employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in director discretionary practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary to assure that all personnel testing conforms with the principals of job related testing, as established by the statues and court decisions of the state of new Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor, or subcontractor agrees to review all procedures relating to transfer, upgrading, down grading and lay off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the state of New Jersey, and applicable federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee information Report Form AA302

The contractor and its subcontract shall furnish such reports or other documents to the Division of Contract Compliance & EEO as maybe requested by the Division from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC17:27.

ARTICLE SEVEN: PERFORMANCE BOND: CONTRACTOR, upon execution of this agreement and said Contract Documents, shall execute a performance bond and payment bond. Said bonds shall be executed by a responsible bonding company, in good financial standing, and authorized to do business in the State of New Jersey, and shall be posted within fifteen (15) days of award of the Contract.

ARTICLE EIGHT: LIQUIDATED DAMAGES: CONTRACTOR'S failure to execute the contract within fifteen (15) days after he has received notice of acceptance of his bid shall be considered breach of contract and **CONTRACTOR** shall forfeit to the City of Long Branch, as liquidated damages for such failure or refusal, the bid security required in the bid specifications.

"The **CONTRACTOR**, is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P.L. 205, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

This Contract shall be binding upon the **OWNER**, its successors and assigns, and upon the **CONTRACTOR**, its successors and assigns or heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the **OWNER** has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR**, attested by **IRENE A. JOLINE, CLERK**, and the Municipal Seal to be hereunto affixed, and **CONTRACTOR** hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

OWNER: CITY OF LONG BRANCH

Attested by:

Date:

Kathy Schmelz, RMC
City Clerk

Adam Schneider, Mayor

CONTRACTOR:

By: _____

Attested by:

Title

Date: _____

**CITY OF LONG BRANCH
Notice to Bidders**

Notice is hereby given that sealed bids will be received by the Council of the City of Long Branch, New Jersey, for:

**#B-2010-05 TWNETY FOUR MONTH CONTRACT FOR BRUSH-GRINDING
AT THE DPW ATLANTIC AVENUE YARD**

Bids will be opened and read in public by the Purchasing Agent, or her designate, in the City Council Caucus Room, Second Floor, Municipal Building, 344 Broadway, Long Branch, New Jersey, on:

TUESDAY, SEPTEMBER 21, 2010 AT 10:00 A.M. PREVAILING TIME

Specifications will be on file in the Purchasing Office and may be examined by prospective bidders during regular business hours. Bidders may obtain a copy of the bid package by request to the Purchasing Office. Specifications will not be faxed, nor will faxed proposals be accepted.

Proposals must be made on the standard Proposal Form provided, and must be enclosed in a sealed envelope addressed to: City Clerk, City of Long Branch, 344 Broadway, Long Branch, NJ, 07740. The outside of the envelope must be clearly marked with the BID name and number above, and indicate the name and address of the bidder.

Bids must be accompanied by Bid Security in the form of certified check or bid bond, drawn to the order of the City of Long Branch, for not less than ten (10) % of the bid, except that the bid security not exceed \$20,000.

Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), and with requirements of P.L. 1977, c. 33.

In accordance with P.L. 2004, Chapter 57, bid proposals must be accompanied by a copy of Bidder's valid New Jersey Business Registration Certificate (FORM-BRC) as issued by New Jersey State Department of Treasury, Division of Revenue, or the bid can not be considered.

The City of Long Branch reserves the right to require a complete financial and experience statement from bidders showing they have satisfactorily completed work of a similar nature before awarding the contract. The City also reserves the right to reject any or all bids, or to increase or decrease the quantities as designated in the Specifications.

In the event it is not possible to be present at the time and place of the bid opening, bids may be mailed to the City Clerk, Municipal Building, 344 Broadway, Long Branch, NJ 07740.

Michael J. Hrbek
Purchasing Agent

CITY OF LONG BRANCH INFORMATION TO BIDDERS

1. Receipt of Bids

Sealed bids will be received by the City Clerk and, at the date, time, and location stated in the Notice to Bidders, shall be publicly opened and read aloud by the Purchasing Agent, or designee.

2. Request for Bid Package

Prospective bidders may obtain a bid package by applying in person to the Purchasing Department, Municipal Building, First Floor, 344 Broadway, Long Branch, during regular business hours, or by requesting the bid package by phone or mail or fax. The City will be responsible for putting the package in the mail but assumes no responsibility for the bidder's receipt of same. The City will not fax bid packages.

3. Form of Proposal

a. No oral, telephone, telegraph or faxed bids, bid documents or bid modifications will be accepted. Bid price must remain firm for sixty (60) days from date of opening.

b. The Bid Proposal shall be enclosed in a sealed envelope, addressed to City of Long Branch, Office of the City Clerk, 344 Broadway, Long Branch, NJ 07740, and bearing, on the face of the envelope, (1) the name and address of the bidder, and (2) clearly marked "BID", with the bid title and/or bid #. The City will not be responsible for bids that are misaddressed and therefore not delivered to the Office of the City Clerk prior to the date and time of the bid opening. Such bids may be considered as late and, therefore, returned unopened.

c. All bids must be submitted on forms prepared by and available from the Purchasing Department. All proposal forms must be filled out and signed in ink or ball point pen by a person authorized to do so. Bid prices must be written in ink or typewritten. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

d. Each bid proposal form must give the full business name and address of the bidder, and must be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners, and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the state in which it is incorporated, and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

e. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof, may waive any informalities in the bids, and/or may reject any or all bids if deemed in its best interest.

4. Signature

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation, the bid shall be signed by two properly authorized officers of the corporation. The bid shall indicate whether the bidder is an individual, a partnership or a corporation.

In the case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation name with the name of the State under which it is incorporated and the names of its officers shall be given.

5. Withdrawal of Bid

Sealed bids forwarded to the City before the time of the opening of the bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) days.

6. Late Bids

It is the bidder's responsibility to see that its bid is presented to the City on the hour and at the place designated in the Notice to Bidders. Bids may be hand delivered or mailed through U.S. Postal Service or private delivery service; however, the City disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in Section 2b, above, must also appear on the outside to the delivery company envelope. Bids received after the designated time and date will not be considered, and will be returned to the bidder unopened.

7. Obligation of Bidder

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this Proposal.

8. Definition

The terms "bidder", "vendor", and "contractor", as mentioned in these specifications, shall be considered to be synonymous.

9. Quantities

Quantities stated in these specifications are estimates of the City's needs. The City reserves the right to increase or decrease quantities, or to completely eliminate any item or items, depending upon its needs, and based on New Jersey Local Public Contracts Law.

10. Preference for Domestic Products

Pursuant to 40A:11-18 of the revised Statutes of the State of New Jersey, only manufactured products of the United States, wherever available, shall be used in connection with this contract. Bidders intending to claim domestic preference must submit with their bid documentation that the products or goods being provided under this bid are solely made, manufactured, assembled in the United States of America, including detail on the point of origin of the goods and/or all its components. Additionally, the bidder must provide an affidavit certifying that the products or goods are American made or manufactured.

11. Brand Names

Brand names are mentioned for the purpose of setting a standard of comparison. Equivalent brands will be accepted if, upon comparison, they prove to be equal. However, note of substitute brands must be made on the Proposal Form. Otherwise, it will be assumed that the bidder will provide the brand named in the specifications.

12. Delivery Cost and Terms

Unless otherwise stated in these specifications, the bid price(s) provided shall be inclusive of any and all costs for packing, crating, containers, and transportation. All transportation charges shall be fully prepaid by the contractor, with terms F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

The contractor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the contractor. In case of rejected materials, the contractor will be responsible for return freight charges.

13. Variations to Specifications

For the purpose of evaluation, the bidder must indicate any variations to the specifications, terms and/or conditions, no matter how slight. If no variations are stated on the Proposal Form, it shall be construed that the bid fully complies with these specifications.

All proposals must be accompanied by product literature, brochures, and additional information as may be necessary to evaluate the product being bid. Failure to provide this literature may be cause for rejection of the bid.

14. Discrepancies in Bid

In the event there is a discrepancy in figures on the Proposal Form, the written figure, if applicable, shall be considered the correct figure. In the event there is no written figure, the unit price shall be considered correct.

15. Insurance

The contract shall maintain Workmen's Compensation, General Liability, and Automobile Liability insurance coverage in amounts as required in the bid specifications and subject to City approval, and, if requested, shall name the City as also insured.

16. Indemnification

The bidder, if awarded a contract, agrees to protect, defend and save harmless the City, its agents, servants, employees, and assigns against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the City, its agents, servants, employees, and assigns from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents. This indemnification and save harmless obligation

shall include cost of providing for defense of the City of Long Branch in any type of action filed against the City.

17. Bid Proposal Security

Each bid will be accompanied by either a certified check, cashier's check or bid bond in the amount of ten (10) percent of the bid, unless indicated otherwise in the bid specifications, payable to the City of Long Branch. Such Proposal Security will be returned to the unsuccessful bidders within sixty (60) days after the formal opening of the bids. The Proposal security of the successful bidder will be returned within ten (10) days after the City and the successful bidder have executed a contract for the proposed purchase and performance bond has been provided to the City or, if no contract is executed, within sixty (60) days after the date of the opening of the bids, upon the demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

In accordance with New Jersey Statute, failure to submit this security will result in rejection of the bid.

18. Certificate of Surety

Each Proposal must, if indicated on the Bidder's Check List, be accompanied by Certificate of Surety. Said Certificate shall be from bonding company, registered to do business in the State of New Jersey, guaranteeing that it will, upon award of the contract to the bidder, provide a performance bond or 100% of the contract. A sample Certificate of Surety is incorporated into these specifications. **In accordance with New Jersey Statute, failure to provide the Certificate of Surety, if required in the Notice to Bidders, will result in rejection of the bid.**

19. Performance Bond

If indicated as a requirement in the Notice to Bidders, the successful bidder will be required to provide, simultaneously with the delivery of the executed contract, an executed Performance Bond, in the amount of one hundred percent (100%) of the acceptable bid, as security for the faithful performance of this contract.

Failure to deliver this bond with the executed contract shall be cause for declaring the contract null and void.

20. Public Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, Municipal or School District contract for performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. **In accordance with New Jersey Statute, failure to supply this information with your proposal will result in rejection of the bid.**

21. Non-Collusion Affidavit

The bidder must submit with his proposal the attached affidavit of non-collusion, which must be signed and notarized. **Failure to include this executed form with your bid proposal will result in rejection of the bid.**

22. Acknowledgement of Receipt of Addenda

Any necessary addenda to these specifications will be delivered to all prospective bidders by fax and/or mail within the timeframe allowable by law. Bidders must complete Acknowledge of Receipt of Addenda form provided in the bid package. **In accordance with New Jersey Statute, failure to include this executed form with your bid proposal will result in rejection of the bid.**

23. Business Registration

In accordance with P.L. 2004, Chapter 57, all bidders submitting a bid to the City must include, with their bid submission, proof of registration of their business with State of New Jersey, Department of Treasury, Division of Revenue, in the form of a copy of the bidder's valid Business Registration Certificate (see sample form in specification package). Regardless of whether the City may have on file a copy of this form, **in accordance with New Jersey Statute, failure to include your Business Registration Certificate with your bid proposal will result in mandatory rejection of the bid.**

Further, the successful bidder must review and comply with the mandatory language in the attachment entitled Business Registration Certificate Compliance incorporated into these bid specifications. This language will become part of the contract document upon award of the bid.

24. Public Works Contractor's Registration

In accordance with N.J.S.A. 34:11-56.48 et seq., all contractor's bidding on contracts for "public works", and listed subcontractors, in addition to compliance with Prevailing Wage Regulations, must have, at the time of the receipt and opening of bids, a valid Public Works Contractor's Registration, issued by New Jersey Department of Labor, Division of Wage and Hour Compliance, Contractor Registration Section. Bids submitted by unregistered contractors can not be considered. The City requests copy of said registration(s) with the submission of the bid, if possible. The contract will not be awarded until certificates are received from the contractor, and verified with the State for validity.

25. Prevailing Wages

The successful bidder must comply with provisions of State Labor Laws, and New Jersey Prevailing Wage Act (34:11-56.26 et. seq.), and, if applicable, must submit certified payrolls in form set forth in N.J.A.C. 12:60-6.1(c).

Construction projects funded through Federal government funding must comply with the Federal Davis Bacon Prevailing Wage Act (29CFR, Parts 1, 3, 5), and the provisions of Federal Labor Laws.

26. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder is required to read the Americans with Disabilities language that is part of this specification, and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the act and to hold the City harmless.

27. Affirmative Action Requirements

The bidder must read, make himself familiar with, and agree to comply with the requirements of N.J.S.A. 10:5-27 et seq., and N.J.A.C. 17:27. Specifically, the successful bidder must comply with the Mandatory Equal Employment Opportunity Language, Exhibit A, which will become a part of the contract documents. Further the bidder must complete the Affirmative Action Questionnaire incorporated into this bid package.

28. Acceptance of Bid and Its Effect

Within sixty (60) days after the opening of the bids, the City will act upon them. The acceptance of a bid will be given to the successful bidder by formal written notice of action taken by the Long Branch City Council. No other act of the City or any official shall constitute the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as hereinafter provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of agreement of contract. Acceptance of a bid as provided herein, shall constitute the award of the contract.

29. Bidder's Hearing

In the event that a bid is to be rejected, the bidder will be notified of the proposed action in writing by the Purchasing Agent, and afforded the right to a Hearing before the City's Hearing Officer. The Hearing Officer will make a recommendation to Council based upon the information gathered at the Hearing. Should the bidder fail to request a hearing, he will be barred from challenging the award of the bid.

30. Award of Bid

Award of this bid is subject to availability of funds. The City reserves the right to award the bid on a line item or lump sum basis, or to reject all bids, if deemed in its best interest. In the event of equal or tie bids, the City reserves the right to award, at its discretion, to any one of the tie bidders.

31. Time for Executing the Contract

The bidder whose bid shall be accepted will be required to execute a contract within fifteen (15) days after the notice that his Proposal has been accepted. Failure or neglect to execute the Contract within the said period shall constitute a breach of the agreement effected by the acceptance of the bid and the Proposal security shall thereupon become forfeited. The provisions contained in the said contract shall be considered a part of the Specifications.

32. Liquidated Damages for Failure to Enter Into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) days after he has received notice of acceptance of his bid, shall forfeit to the City as liquidated damages for such failure or refusal, the proposal security deposited with his bid.

33. Assignment or Subletting of Contract

The contractor may not assign or sublet this contract, in whole or in part, without prior express written approval of the City Business Administrator.

34. Tax Exemption

The City of Long Branch is exempt from all Federal and State excise, sales, and other taxes. Tax ID number is available upon request to the Comptroller's Office.

35. Contract Forms

Incorporated into this bid package is a sample of the City's standard contract form. All prospective bidders should familiarize themselves with this form in the event they are awarded the bid.

36. Time of Payment

The City shall make payment for all goods and/or services provided under this bid within forty-five (45) days after delivery of any purchase, upon request to the Finance Department for payment in the form of signed voucher and a detailed invoice.

37. Payment Requests-Construction Contracts

Pursuant to N.J.S.A. 2A:30A-1 et seq., better known as the "Prompt Payment Law", all contractors for "Public Works" projects, are required to follow the following procedures in submitting bills, invoices, and/or requests for payment:

- a. In order for payment to be made in a timely manner, any bill, invoice and/or request for payment must be received by the City, or its agent, no later than thirty (30) calendar days prior to the Council Meeting in which you are requesting payment be approved and made. If a Contractor is unable to make a payment request in this time frame, said payment (if approved) will be made at the next regularly scheduled public meeting of the Long Branch City Council. Council Meetings are scheduled for the second and fourth Tuesday of each month (holidays excepted).
- b. In the event that a regularly scheduled meeting of the Council is cancelled due to severe weather, lack of quorum, emergency, and/or any other reason, all requested payments will be postponed until the subsequent meeting of the City Council.
- c. From the date that the payment request is received, the City will have twenty (20) calendar days to approve, deny, or partially withhold payments. If the request is **approved**, payment will be made in accordance with the Council Meeting schedule above. If the request is **denied or partially withheld**, the City, or its Project Consultant, will immediately notify the Contractor in writing of the reason for the denial. Payment will not be made until all errors or omissions have been corrected to the satisfaction of the City.
- d. Unless otherwise indicated at the pre-construction meeting, all requests for payment must be presented to the City's Project Consultant (engineer, architect, or other professional designated by the City to perform project oversight). That Consultant will be responsible for reviewing the payment request and either approving same and forwarding to the City Comptroller for payment processing, or denying the payment and notifying the Contractor, in writing, of the deficiencies. City Comptroller must be copied on all correspondence relating to payments.
- e. If the Contractor's payment request for payment is approved, but the Comptroller's Office has not received the required Prevailing Wage Documentation, either prior to or with the payment request, payment request will be denied as incomplete and the Contractor notified in writing of the deficiency.

Processing will not be completed until the deficiency is corrected as required by law, and until the next regularly scheduled Council Meeting.

- f. In utilizing a Consultant for administration of a municipal project, said Consultant agrees to be held to the same payment processing requirements under the "Prompt Payment Law" as the City. The Consultant acknowledges that it has read and is familiar with this law, and with the provisions of Section 37 of these bid specifications. Any penalties assessed to the City as a result of the Consultant not abiding by the specification procedure or the law shall be deducted from their total contract amount due. The Consultant further agrees to indemnify and hold the City harmless from all consequences of their having not processed requests for payment in a timely manner pursuant to the law or these specification requirements.

38. Material Safety Data Sheets

In accordance with Workers and Community Right to Know Act (N.J.S.A. 34:5a-1 et seq) the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9), which includes 2051 substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, each bidder must furnish the City of Long Branch with a MSDS (Material Safety Data Sheet) for each product they supply to the City which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). These MSDS must be submitted to the City of Long Branch upon award of bid and signing of the contract documents. The City of Long Branch reserves the right to request a copy of the applicable MSDS be forwarded to the appropriate department with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-9, each product shall have a label affixed or stenciled onto any container that contains such substances and is going to be supplied to the City.

39. Non-Appropriation of Funds

In accordance with New Jersey Statutes, multi-year contracts, and contracts whose term encompasses more than one fiscal year, are awarded based upon certification of adequate funds in the current budget year, with continuation of the contract contingent upon provision of additional funds in future year budgets.

If, in fact, due to budget constraints, the City determines that it cannot continue the contract beyond the period for which funds were certified, it will give the contractor sixty (60) days written notice of its intent to cancel the contract.

40. Disclosure of Contributions to ELEC

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. The report is due September 28, 2007 for the 2006 calendar year, and March 30 of each subsequent year for reporting for prior year contracts. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliances & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CITY OF LONG BRANCH Bid Specifications

Scope

The City of Long Branch will receive bids for a twenty-four month contract to provide equipment and operators to single-grind brush at its Public Works Atlantic Avenue Yard, and transport and dispose of the resultant wood chip. The bid price is to be inclusive of all cost for equipment and operators, (tub grinder, front end loader and/or backhoe, trucks and walk-in trailers or containers) that may be necessary to move the brush to and from the grinder, to single grind the brush, to load the wood chip into trailers or containers for transport, as well as any costs associated with disposal of the wood chip. It will be the sole responsibility of the bidder to insure that there is no foreign debris mixed in with the brush prior to grinding. Once the wood chips are loaded onto the bidder's trailers, they become the property and responsibility of the bidder. The contractor will be paid based upon number of cubic yards of wood chip removed from the City Yard, and verified in accordance with procedures established by the Purchasing Agent.

This is a formal bid, and bidders are cautioned to provide with their proposal all items listed on the checklist included in the bid documents. In order for the City to consider a bidder's proposal, the proposal must be accompanied by a copy of the bidder's New Jersey Business Registration as issued by the Department of Revenue, Division of Taxation. The fact that the City may already have a copy of the bidder's registration does not qualify as compliance with the regulations. The certificate must be included with the bid proposal.

Please note that this contract does not fall into the category requiring compliance with Prevailing Wage regulations, and does not require a Public Works Contractor's Registration.

Location of work to be performed

The brush to be ground under this contract has been or is to be collected by City DPW personnel, through its residential curbside collection program, and hauled to the DPW Atlantic Avenue Yard, Long Branch, NJ. The contractor must arrange a grinding schedule, mutually agreed upon by the Public Works Director that will keep the amount of brush on site at the City Yard to a reasonable level. Bidders should expect to be required to schedule grinding a minimum of two-three times, and a maximum of five times per year during the term of the contract.

It is strongly suggested that prospective bidders visit the site of the Atlantic Avenue Yard prior to bidding to view the size and layout of the facility. To make arrangements for a visit, call the Public Works Office at 732-571-6520.

Once the brush has been ground, the contractor must expedite removal from the DPW Yard. Under no circumstances may the wood chips be allowed to accumulate and/or decompose on City property.

Containers of wood chips must be filled level to the uppermost edge in order to be considered a full load. The Contractor must stop at the DPW Office and sign the Outgoing Container book to verify the date and amount of each load, or he will not be paid for the load. Contractor should make himself familiar with the hours of operation of the Public Works Office.

Estimated Quantities

This bid will be awarded as an open-ended contract. The amount of brush collected by the City varies by year to year, depending upon a number of factors, including wind storms.

Though the City does not guarantee any specific quantity, during the upcoming twenty-four month contract, the Contractor could expect to generate an estimated range per calendar year of between 7,000 and 11,000 cubic yards of wood chip. For the purposes of calculating bonding for this bid, the total bid price will be calculated upon the upper range of 22,000 cubic yards for the contract period.

Hours of Operation

The Atlantic Avenue Yard abuts residential properties, and to avoid noise nuisance complaints, there is a limitation on the hours of operation of machinery. The bidder may perform work and operate machinery at the City location no earlier than 7am, and not later than 5pm. No Exceptions. This term will be strictly enforced.

Inventory of Contractor's Equipment

In order to evaluate ability to perform, bidders must provide with their proposal a list of equipment available to them for use in the performance of the work under this contract. They must indicate whether the equipment is owned, leased, or rented.

Term of Contract

The term of this contract will be for twenty-four months from date of award, execution of contract documents, and submission by contractor of required insurance certificates.

Insurance

All of the Contractor's insurance coverage shall name the City of Long Branch as additionally insured, and contain a clause providing the indemnification required by the section below entitled "indemnification". The Certificate of Insurance furnished by the Contractor shall state specifically that the indemnification required in the Indemnification section is provided by the policy(s).

Note that the City must have the bidder's insurance certificate prior to start of work under this contract. The Contractor is also responsible for insuring the City has current insurance certificates for all subsequent work it does under this contract.

The minimum amounts of insurance to be carried by the Contractor for the life of this contract shall be as follows:

Worker's Compensation and Employer Liability Insurance

The Contractor must have and maintain during the life of this contract adequate Worker's Compensation and Employer Liability Insurance for all employees employed in connection with the work.

Coverage A shall be New Jersey Statutory

Coverage B (Employer Liability) shall be in the amount of \$100,000 or unlimited as per NJ Workmen's Compensation Law.

Comprehensive General Liability

Minimum limits provided by the Contractor shall be:

Bodily Injury (BI) & \$1,000,000 each occurrence
Property Damage (PD) \$2,000,000 aggregate

Comprehensive Auto Liability

The Certificate of Insurance must indicate coverage of \$1,000,000 Combined Single Limit for both owned vehicles, and leased or hired vehicles

Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Long Branch, its agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City of Long Branch, or any of their agents or employees, by any employee of the Contractor, or any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the first paragraph of this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any subcontractor, under worker's or workmen's compensation acts, disability benefits acts, or any other employee benefit acts.

The obligations of the Contractor under the first paragraph of this section shall not extend to the liability of the City, its agents or employees, arising out of the preparation or approval of maps drawings, opinions, reports, surveys, change orders, designs or specifications.

Payment

The Contractor must bill on a monthly basis, assuming any work was done that month. The invoice must be calculated at the bid price per cubic yard, and detail by date the number of loads, and size of each load. The invoice will be compared to the Outgoing Container Book at the DPW Office for verification. To expedite payment, the Contractor should provide a signed City voucher with each invoice.

In addition, in order to provide historical data for future contracts, the Contractor must provide the Purchasing Office with the following data along with their invoice:

- Estimated cubic yards of the pre-ground brush.
- List by date the number of hours each day for grinding operation that month.
- List by date the number of truck loads of chip transported, and the number of cubic yards for each load.

**CITY OF LONG BRANCH
BID DOCUMENT CHECKLIST**

REQUIRED
BY OWNER

READ, SIGNED
& SUBMITTED

- | | | |
|-------------------------------------|---|-------------------------------------|
| <input checked="" type="checkbox"/> | EXECUTED BID PROPOSAL FORM | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | STOCKHOLDER DISCLOSURE CERTIFICATION | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | NON-COLLUSION AFFIDAVIT | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | BID/PROPOSAL SECURITY
(IN THE AMOUNT OF 10% OF THE BID, NOT TO EXCEED \$20,000) | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | CERTIFICATE OF SURETY | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | BUSINESS REGISTRATION CERTIFICATE | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | AFFIRMATIVE ACTION QUESTIONNAIRE | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | INSURANCE CERTIFICATE(S) | <input checked="" type="checkbox"/> |

REVIEWED

- | | | |
|-------------------------------------|--|--------------------------|
| <input checked="" type="checkbox"/> | MANDATORY AFFIRMATIVE ACTION LANGUAGE | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | AMERICANS WITH DISABILITIES ACT OF 1990 | <input type="checkbox"/> |
| <input type="checkbox"/> | PREVAILING WAGE REGULATIONS | <input type="checkbox"/> |

CITY OF LONG BRANCH
PROPOSAL

Reliable Wood Products
Bidder's Name

Proposal for twenty-four month contract to provide labor and equipment to single-grind brush at the DPW Atlantic Avenue Yard, load into trailers or containers, transport and dispose of resultant wood chips, in accordance with the bid specifications attached. Bid price for entire scope of work to be calculated, on a cubic yard basis, for wood chips removed from the DPW Yard.

Bid Price Per Cubic Yard of wood chips

\$ 5.95 per cubic yard
Bid price per cubic yard

Total Bid Price for grinding, transport and disposal
of up to 22,000 Cubic Yards of Wood Chip

\$ 130,900

One hundred thirty thousand nine hundred dollars
Total Bid Price in Words

PROPOSAL FORM
(Cont'd)

The undersigned is an/a (....) individual, (....) partnership, () corporation organized under the laws of the State of New Jersey, having its principal offices at:

1 Caven Point Ave Jersey City

Phone Number 201 333 5244 Fax Number 201 333 4135

Trade Name of Bidder Reliable Wood Products

Federal I.D. # or Social Security # 99-0123439

1. Signature Nicholas Vene

Name Nicholas Vene

Title J. P.

2. Signature _____

Name _____

Title _____

3. Signature _____

Name _____

Title _____

Signed this 20 day of September, 2010.

Note: If a partnership all partners must sign. If a corporation, two properly authorized officers must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved. Attach additional signature sheets in the above form if necessary.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation Corporation-Other _____

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Leonard Pirrello
Home Address: 51 Roman Rd
S.I. NY

Name: Nicholas Vene
Home Address: McLambell Rd
Holmdel, NJ

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 20 day of
SEPTEMBER 2010

(Notary Public) Eugene J. Ciarkowski
EUGENE J. CIARKOWSKI
My Commission expires _____ Attorney at Law
of New Jersey

(Affiant)
Nicholas Vene
(Print name & title of affiant)
Nicholas Vene
(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Hudson

ss:

I, Nicholas Vene residing in Holmdel
(name of affiant) (name of municipality)
in the County of Monmouth and State of N.J. of
full age, being duly sworn according to law on my oath depose and say that:

I am Vice President of the firm of Retractable
(title or position) (name of firm)

Wood Products, the bidder making this Proposal for

the bid entitled Brush Grinding, and that I executed the said
(title of bid proposal)

proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Long Branch relies upon the truth of the statements contained in said Proposal, and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Retractable Wood Products, LLC
(Name of firm)

Subscribed and sworn to
before me this day

SEPT 21, 2008
200

Nicholas Vene
(Signature of affiant)

Eugene J. Ciarkowski
Signature of Notary Public

Nicholas Vene
(Type or print name of affiant under signature)

~~(Seal)~~

EUGENE J. CIARKOWSKI
My Commission expires
Attorney at Law
of New Jersey

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATION
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

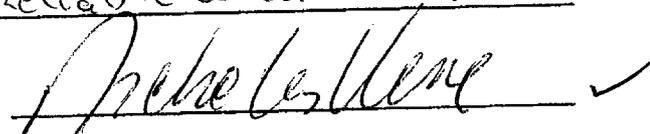
**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH
THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.**

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
 Yes No If yes, please submit copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?
 Yes No If yes, please submit copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: Reliable Wood Products LLC

SIGNATURE:  ✓

TITLE: V.P.

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2010

PRODUCER 973.227.0025 FAX 973.227.4026
The Chadler Group, Inc.
 330 Passaic Avenue
 Suite 200
 Fairfield, NJ 07004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Ironshore Specialty Ins Co	
INSURER B: Everest National Ins Co	
INSURER C: NJM Insurance Group	
INSURER D:	
INSURER E:	

INSURED
Reliable Wood Products, LLC
 1 Caven Point Avenue
 Jersey City, NJ 07305

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab \$25,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	000297300	05/14/2010	05/14/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CF4CA00001-101	05/14/2010	05/14/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
			A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	000297400	05/14/2010
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below INC PROP/PARTNERS/OFFICER		W21892-5-10 W22407-1-10	04/25/2010 04/25/2010	04/25/2011 04/25/2011
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / ADDRESS / PHONE NUMBER / FAX NUMBER / E-MAIL ADDRESS / WEBSITE ADDRESS / OTHER INFORMATION / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

Blank space for Certificate Holder information.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kathy Galbraith/KATHG1 *Kathy Galbraith*

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

RELIABLE WOOD PRODUCTS, LLC

TAXPAYER IDENTIFICATION#:

900-123-439/000

ADDRESS:

1 CAVEN POINT AVENUE
JERSEY CITY NJ 07304-4503

EFFECTIVE DATE:

11/05/03

TRADE NAME:

SEQUENCE NUMBER:

1032146

ISSUANCE DATE:

08/25/04

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Acting Director



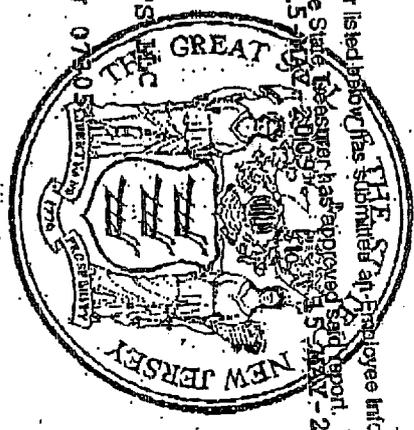
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 43399

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 months from 5/15/2012 - 2012

RELIABLE WOOD PRODUCERS, INC.
1 CAVEN POINT AVE
JERSEY CITY

NY 0730



[Signature]

State Treasurer





State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Reliable Wood Products LLC

Responsible Representative(s):
Lenard Pirrello, President

Responsible Representative(s):
Nicholas Vene, Vice-President

David J. Socolow, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Solid & Hazardous Waste Management Program

P.O. Box 414 401 East State Street

Trenton, New Jersey 08625-0414

Telephone: (609) 984-5950 Telecopier: (609) 633-9839

<http://www.state.nj.us/dep/dshw>

LISA P. JACKSON
Commissioner

RON S. CORZINE
Governor

RECYCLING CENTER GENERAL APPROVAL
FOR CLASS C RECYCLABLE MATERIALS

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

NATURE'S CHOICE CORPORATION

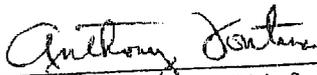
Facility Type:	Recycling Center
Lot Nos.:	11
Block Nos.:	21
Municipality:	White Township
County:	Warren
Facility ID No.:	132773
Permit No.:	CCG70002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

July 8, 2008
Issuance Date

September 30, 2012
Expiration Date



Anthony Fontana, Chief
Bureau of Transfer Stations and Recycling Facilities



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solid & Hazardous Waste Management Program

P.O. Box 414 401 East State Street

Trenton, New Jersey 08625-0414

Telephone: (609) 984-5950 Telecopier: (609) 633-9839

<http://www.state.nj.us/dep/dshw>

JON S. CORZINE
Governor

LISA P. JACKSON
Commissioner

**RECYCLING CENTER GENERAL APPROVAL
FOR CLASS B RECYCLABLE MATERIALS FOR
STUMPS, TREE LIMBS, TREE PARTS, TREE TRUNKS, BRUSH, PALLETS,
CLEAN WOOD WASTE, WHOLE TREES, WOOD CHIPS, LEAVES**

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

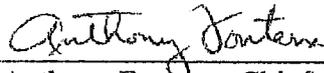
Reliable Paper Recycling, Inc

Facility Type:	Class B Recycling
Lot & Block Nos.:	Lots: 1.G4 & 1.A; Block: 1491
Municipality:	Jersey City
County:	Hudson
Facility ID No.:	134654
Permit No.:	CBG080003

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

October 21, 2008
Issuance Date



Anthony Fontana, Chief
Bureau of Transfer Stations
& Recycling Facilities

August 13, 2013
Expiration Date



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

JON S. CORZINE
Governor

Solid & Hazardous Waste Management Program
P.O. Box 414 401 East State Street
Trenton, New Jersey 08625-0414
Telephone: (609) 984-5950 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

MARK N. MAURIELLO
Acting Commissioner

**RECYCLING CENTER GENERAL APPROVAL
FOR CLASS B RECYCLABLE MATERIALS
FOR WOOD (NON-CHEMICALLY TREATED AND UNPAINTED), BRUSH, STUMPS,
TREE PARTS AND LEAVES**

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

Reliable Wood Products, Inc.

Facility Type: Recycling Center for Class B Materials
Lot & Block Nos.: Lot 25, Block 5
Municipality: South Brunswick
County: Middlesex
Facility ID No.: 132312
Permit No.: CBG090002

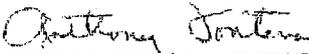
This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

February 6, 2009
Issuance Date

June 9, 2009
Modification Date

January 24, 2014
Expiration Date


Anthony Fontana, Chief
Bureau of Transfer Stations &
Recycling Facilities

Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Class B Recyclable Material storage and process center by **Reliable Wood Products, Inc.** located in South Brunswick Township, Middlesex County, New Jersey. Any registration, approval or permit previously issued by the Solid and Hazardous Waste Management Program, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Items 1 through 39 of this approval contain the general conditions applicable to all recycling centers. Items 40 through 67 of this approval contain general operating requirements for all recycling centers for receipt, storage, processing, or transfer of Class B recyclable materials; and specific conditions applicable to the operations of the recycling center.

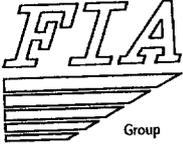
Facility Description

The recycling center is a Class B Recycling Facility. The recycling center is located at 234 Broadway Road on Block 5, Lot 25 in South Brunswick Township, Middlesex County. This regional recycling center receives wood (non-chemically treated and unpainted), brush, stumps, tree parts and leaves from municipalities, county and landscapers. The recycling center is authorized to accept and process wood (non-chemically treated and unpainted), brush, stumps, tree parts and leaves (October 1st to May 31st), Monday through Saturday.

This modification includes following changes: (1) Authorizing 75 tons per day leaves to be received, stored, processed or transferred at this facility from October through May of each year.
(2) Change in equipment used at facility.

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

Member:



119 Littleton Road

Parsippany, New Jersey 07054

BID BOND

BOND NO. B00385

KNOW ALL MEN BY THESE PRESENTS:

That we, RELIABLE WOOD PRODUCTS, LLC, as Principal, and FIRST INDEMNITY OF AMERICA INSURANCE COMPANY, a corporation duly organized under the laws of the State of New Jersey, as Surety, are hereby held and firmly bound unto CITY OF LONG BRANCH as Obligee, in penal sum of 10% of the amount bid not to exceed \$10,000.00 lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly, by these presents.

WHEREAS the Principal has submitted a bid for 24 MONTH CONTRACT FOR BRUSH GRINDING

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

CONSENT OF SURETY

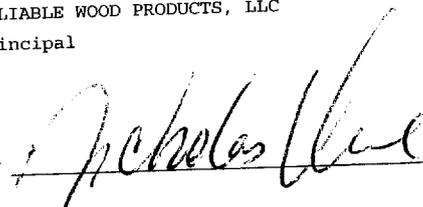
It is hereby understood and agreed that the FIRST INDEMNITY OF AMERICA INSURANCE COMPANY will provide Surety on the Bond of the Principal for the work described above provided the Principal is the successful bidder and is awarded the Contract.

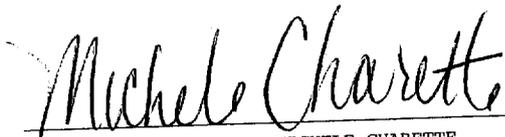
The Consent of Surety contained herein is limited to a Contract award not to exceed \$100,000.00.

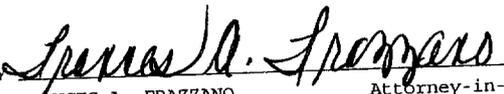
This Bid Bond No. B00385 and Consent of Surety has been signed and sealed this 21st day of September, 2010.

RELIABLE WOOD PRODUCTS, LLC
Principal

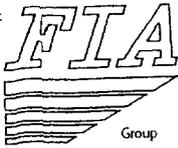

Attest As To Principal

By 


Attest As To Surety MICHELE CHARETTE

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
By 
FRANCES A. FRAZZANO Attorney-in-Fact

Member:



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

119 Littleton Road

Parsippany, New Jersey 07054

Telephone - (973) 402-1200

POWER OF ATTORNEY

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint FRANCES A. FRAZZANO its true and lawful Attorney-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 22nd day of July 2004.



Patrick J. Lynch
Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 22nd day of July, 2004, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



Frances A. Frazzano
Frances A. Frazzano
Notary Public State of
New Jersey
Term Expires May 10, 2012

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, September 19, 1996.

RESOLVED, that the President, or any one of the Vice-Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgements, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect. IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this **21ST** of **SEPTEMBER, 2010**

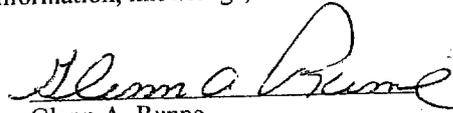


Jane E. Lynch
Jane E. Lynch, Secretary

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
119 Littleton Road
Parsippany, NJ 07054
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2009

Assets:		\$ 1,821,029
Bonds		88,282
Preferred Stocks		597,285
Mortgage Loans		1,937,920
Cash and Short Term Investments		24,924
Investment Income Due and Accrued		495,785
Premiums in the Course of Collection (under 90 days)		424,653
Reinsurance Recoverable on Loss and LAE Payments		204,747
Deferred Tax Asset		233,461
Receivable form Affiliate		75,637
Other Assets		<u>75,637</u>
Total Admitted Assets		<u><u>\$ 5,903,723</u></u>
Liabilities and Surplus:		
Reserve for Loss and Loss Adjustment Expenses		(1,033,163)
Other Expenses		242,633
Taxes Licenses and Fees		70,526
Unearned Premium		1,440,148
Funds Held Under Reinsurance Treaties		337,927
Ceded Reinsurance Balances Payable		553,194
Liability for Unauthorized Reinsurers		<u>185,179</u>
Total Liabilities		1,796,444
Capital & Surplus:		
Common Stock, Paid Up	3,500,000	
Paid in and Contributed Surplus	480,945	
Unassigned Surplus	<u>126,334</u>	
Surplus as Regards to Policyholders		<u>4,107,279</u>
Total Liabilities and Surplus		<u><u>\$ 5,903,723</u></u>

I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2009, according to the best information, knowledge, and belief.


 Glenn A. Runne
 Acting Treasurer

State of New Jersey)
 County of Morris) SS:
 Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Parsippany, Troy Hills, this 31st day of December, 2009.

Frances A. Frazzano
 Notary Public - State of New Jersey
 My commission expires May 10, 2012


 Frances A. Frazzano, Notary Public
 My Commission Expires May 10, 2012



R# 264-10

RESOLUTION
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED: Pallone

SECONDED: Bastelli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON Sept. 28, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF Sept. 2010
Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of September 28, 2010. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

279 Broadway Assoc.	Rent for Municipal Court & Drug Office - October 2010	10,450.00
3M Co.	Reflective Sheeting for Signage & Car Decaling - Traffic/Police Dept.	1,332.00
4 Imprint, Inc.	Promotional Items for 2010 NJ League of Municipalities - UEZ	2,359.30
A.M./P.M. Services	Registration for Seminar - 9/9/2010 - D. Talerico - City Clerk's Office	99.00
Absolute Fire Protection Co.	Service & Repair Truck #25-4-90 - Fire Dept.	659.00
ACS - Firehouse Software	Renewal for Software Support - March 2010 / March 2011 - Fire Dept.	660.00
All Industrial Safety Products, Inc.	Gloves for DPW	98.50
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Redevelopment/Litigation/Tax Appeals - August 2010	* 21,563.50
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Retainer - August 2010	* 2,500.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - August 2010	* 187.00
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - General Matters - August 2010	3,483.25 Pymt #2
Aqua-Wash, Inc.	Sand Blast (2) Dump Trucks - DPW	1,000.00
Atlantic Plumbing Supply Corp.	Plumbing Materials for Comfort Stations - DPW	54.44
AW Direct, Inc.	Misc. Parts - SC #01 - DPW	165.43
B & H Photo	Camera Equipment - L.B. Cable Commission	53.42
Bailey's Test Strips & Thermometers	Thermometer for Health Dept.	125.00
Barry Stein	Cell Phone Allowance - July / September 2010 - Administration	120.00
Carl F. Jennings	Cell Phone Allowance - July / September 2010 - Recreation Dept.	5,386.04
CCC Heavy Duty Truck Parts Co.	Misc. Parts - Various Vehicles - DPW	245.00
Central Jersey Starter & Alternator, Inc.	Misc. Parts - OEM #9-39 - DPW	3,519.94
Century Office Products, Inc.	Copier Maintenance - June / November 2010 - Various Depts.	17,603.31
City of Long Branch Clearing Account	Reimburse Clearing Account	* 424,864.16
City of Long Branch Clearing Account	Reimburse Clearing Account	* 220.78
City of Long Branch Clearing Account	Reimburse Clearing Account	* 24,250.50
City of Long Branch Clearing Account	Reimburse Clearing Account	* 910,008.47
City of Long Branch Clearing Account	Reimburse Clearing Account	* 37,453.04
City of Long Branch Payroll Agency	Payroll Dated 9/17/2010	872,555.43
City of Long Branch Payroll Agency	Payroll Dated 9/17/2010	14.52
Clayton Block Co.	Drainage Materials for Lincoln Avenue - DPW	1,418.00
Continental Fire & Safety	Equipment Maintenance - Fire Dept.	271.50
Cougar Equipment	Misc. Tools/Equipment - DPW / Traffic Dept.	47.98
Crucial Technology	Computer Equipment - Fire Prevention Office	6,157.24
Edwards Tire Co.	Tires for Various Vehicles - DPW / Fire Dept.	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Efinger Sporting Goods Co.
 F & C Automotive Supply
 Fine Fare
 Ford Motor Credit Co.
 Gannett Satellite Information Network, Inc.
 Gerald Carroll
 Global Gov't./Education Solutions, Inc.
 Greenbaum, Rowe, Smith & Davis
 Hilsen Termite & Pest Control, Inc.
 Hunter Jersey Peterbilt
 IBM
 Institute for Professional Development
 International Fireworks Mfg. Co.
 J & N Enterprises, Inc.
 Jacob L. Jones
 John's Auto & Truck Repair
 Joshua Marcus Group
 Kepwel Water
 Lawson Products, Inc.
 Liberty Paper & Janitorial Supply
 Lisa Gall
 Long Branch Board of Education
 Lowe's
 Mid-Atlantic Rescue Systems
 Modern Equipment Sales & Rentals
 Monmouth County Regional Health Comm.
 Monmouth County Regional Health Comm.
 Monmouth County Regional Health Comm.
 Monmouth Cycles
 Monoprice, Inc.
 Moore North America, Inc.
 Motorola C & E, Inc.
 New Jersey Motor Vehicle
 NJ State League of Municipalities
 Oceanview Bakery
 Office Needs, Inc.
 Paul Azotea
 Perry's Trophy Co.

Jackets for Beach Staff - Recreation Dept.	143.80
Misc. Parts - PW #251 & Sanitation #60 - DPW	385.34
Food for "Lunch & Learn" - 9/13/10 - Senior Affairs	65.00
(2) Lease / Purchase Vehicles - October 2010	1,319.86
Legal Ads - August 2010 - City Clerk's Office	451.48
Reimbursement for Purchase of Cell Phone Accessories - IT-Administration	75.59
Computer Equipment - Police Dept.	438.35
Legal Services Rendered - General Redevelopment - August 2010	509.19 Pymt #2
Legal Services Rendered - COAH/Planning - August 2010	4,068.60 Pymt #2
Legal Services Rendered - Krebs Litigation - August 2010	231.00 Pymt #2
Legal Services Rendered - Hotel Campus - August 2010	7,198.50 Pymt #2
Legal Services Rendered - West of Pier - August 2010	13,299.60 Pymt #2
Integrated Pest Control - September 2010 - Various Locations - Health Dept.	385.00
Misc. Parts - Sanitation #20 & #100 - DPW	608.47
Software Subscription & Support Renewal - 7/1/10-6/30/11 - Police Dept.	2,346.00
Registration for Pension Seminar - 9/17/10 - Finance Director & Comptroller	198.00
Fireworks for Jazz & Blues Festival - 9/4/2010 - UEZ	5,000.00
Calibrate Meters on Truck #25-4-75 & #25-5-75 - Fire Dept.	217.33
Cell Phone Allowance - July / September 2010 - UEZ	120.00
Towing - Vehicle Needed for Evidence - 9/8/2010 - Police Dept.	75.00
Promotional Items for Fire Prevention Week	1,012.00
Monthly Cooler Rental & Coffee - August 2010	60.90 Pymt #2
Misc. Parts for DPW Stock	820.73
Janitorial Supplies for Beachfront - DPW	2,263.75
Professional Services Rendered - Community Connections - August 2010	80.00 Pymt #2
Annual Fee for City Share of Expenses for Maintenance of Switches for Fiber Ring - Admin.	19,000.00
Various Building Materials - DPW	423.08
Lights for New UEZ Police Vehicles - UEZ Police / CDBG	699.22
Misc. Parts - Sanitation #30 - DPW	202.00
2010 Contract Agreement - Utilize Lead Paint Analyzer Instrument - 1/1-12/31/10 - Health Dept.	360.00
2010 Epidemiologist Services - Health Dept.	17,300.00
Misc. Parts for Jet Ski - Fire Dept.	227.89
Computer Supplies - IT Dept.	39.60
Safety Paper for Certified Copies - Health Dept.	599.22
Radio Equipment - DPW / Police Dept.	6,882.60
Certificate of Ownership for (2) Vehicles - For Sale By City at Auction - Police Dept.	6.00
2010-2011 Magazine Subscription Renewals - Various Depts.	336.00
Food for Jazz & Blues Festival - 9/4/2010 - Administration	180.00
Printer Cartridges - Fire Dept.	99.00
Excavated & Replaced (1) Spill Containment Manhole at DPW	2,328.00
Name Plates for Various Employees - Police Dept. / Planning & Zoning Dept.	95.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Petty Cash Fund c/o Ronald Mehlhorn Sr.	Replenish Petty Cash Fund	347.31	*
Priddy, Inc.	Misc. Hardware - Traffic Dept.	348.02	
Riggins Inc.	Diesel Fuel - Delivered on 8/25/2010 - DPW	8,414.72	
Rutgers University	Course Registration - LT. R. Weiner & SGT. J. Silverio - 9/9-11/18/2010 - Police Dept.	2,102.00	
Safelite Fulfillment, Inc.	Install Windshield - PD #23 - DPW	211.95	
Samzie's Uniforms	Uniform for A. Tomaine - Fire Prevention	628.76	
Sennor Equipment	Misc. Equipment - DPW	859.00	
Shared Technologies	Telephone System Maintenance - Police Dept.	423.50	
Sharp Electronics Corp.	Lease of Copier - October 2010 - Recreation Dept.	175.60	
Shelly's School For Dogs	Board K-9 while P.O. Cistaro is on Vacation - 9/13-10/1/10 - Police Dept.	665.00	
Sheraton Atlantic City	Room Reservation - GFOA Conference - 9/22-9/24/10 - Comptroller	280.78	*
Shore Shot Pistol Range	Ammunition & Supplies for Police Dept.	1,000.00	
Siperstein's	Paint for Traffic Dept.	257.80	
Snap-On Industrial	Engraver for Traffic Garage	38.08	
Staples Advantage	Office Equipment for Juvenile Office - Police Dept.	92.56	
Tasc Fire Apparatus, Inc.	Batteries for Fire Dept.	120.00	
Thompson Design Group	Professional Services Rendered - General - August 2010	8,736.00	Pynt #4
Thompson Design Group	Professional Services Rendered - Beachfront South - August 2010	1,248.00	Pynt #3
Tuzzio's	Food for Various Events in August & September 2010 - Recreation Dept. / Admin.	1,282.50	
Unifirst Corp.	T-Shirts & Sweatshirts - DPW	83.20	
W.B. Mason & Co.	Various Office Supplies - Various Depts.	1,001.27	
W.W. Grainger, Inc.	Misc. Equipment - DPW	878.40	
Warrock Fleet & Leasing	Siren for PD #111 - Police Dept.	211.00	
Witmer Public Safety Group / The Fire Store	(20) Helmet Holders - Fire Dept.	1,046.00	

TOTAL CURRENT

2,469,648.30

Cherry Valley Tractor Sales, Inc.	(2) Radios for Tractors - DPW	298.66	
City of Long Branch Clearing Account	Reimburse Clearing Account	17.02	*
City of Long Branch Clearing Account	Reimburse Clearing Account	47,664.98	*
Dell Marketing	Computer Equipment for Police Dept.	269.97	
Forensic Computers, Inc.	Computer Equipment for Police Dept.	1,264.00	
Global Gov't./Education Solutions, Inc.	Computer Equipment for Police Dept.	1,777.03	
Global Industries	Office Chairs for Municipal Court	3,736.92	
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Design - August 2010	3,952.00	Pynt #2
Lowe's	Materials for Municipal Court	118.20	
NACR, Inc.	Install Phone System at Municipal Court	13,632.30	
Pax Construction Corp.	Upgrades to Walkways & Play Areas at (3) Parks - Community Dev.	19,950.00	
Petty Cash Fund c/o Ronald Mehlhorn Sr.	Replenish Petty Cash Fund	17.02	*

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

TOTAL CAPITAL

City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 Long Branch Animal Hospital
 Monmouth County SPCA
 NJ Dept. of Health & Senior Services

Reimburse Clearing Account
 Reimburse Clearing Account
 Reimburse Clearing Account
 Payroll Dated 9/17/2010
 Payroll Dated 9/17/2010
 Veterinary Services - August 2010
 Animal Shelter Services - August 2010
 Dog Report - August 2010

92,698.10

* 45.60
 * 2,460.71
 * 5,527.00
 * 395.65
 * 5,131.35
 818.00 Pymt #8
 3,042.78 Pymt #6
 * 45.60

17,466.69

TOTAL DOG

Century Office Products, Inc.
 City of Long Branch Clearing Account
 City of Long Branch Current Account
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 City of Long Branch Payroll Agency
 K-Mart
 Lisa Bagwell
 Long Branch Chamber of Commerce
 Lowe's
 Mid-Atlantic Rescue Systems
 Mr. John
 NAHRO
 NJ State League of Municipalities
 Robert Mataranglo
 W.B. Mason Co.

Copier Maintenance - August / November 2010 - Community Dev.
 Reimburse Clearing Account
 Budget Appropriation for Police Dept.
 Payroll Dated 9/17/2010
 Payroll Dated 9/17/2010
 Laminating Sheets - Community Dev.
 Gardening Specialist for Community Gardens - August & September 2010
 Rent for CDBG/UEZ Office - October 2010
 Materials for 7th Avenue Service Building - Community Dev.
 Lights for New UEZ Police Vehicles - UEZ Police / CDBG
 (1) Port-A-John - Gospel Event - 8/22/2010 - Community Dev.
 Membership Renewal - July 2010 / June 2011 - Community Dev.
 2010-2011 Magazine Subscription Renewal - Community Dev.
 Painting of Murals on the Comfort Station on Boardwalk - Community Dev.
 Office Supplies - Community Dev.

348.30
 * 45,000.00
 * 22,650.54
 * 1,500.00
 * 5,847.88
 * 45,000.00
 * 419.76
 * 5,428.12
 * 69.34
 300.00 Pymt #11-13
 1,750.00
 473.44
 174.80
 79.00
 485.00
 16.00
 * 1,500.00
 53.99

131,096.17

TOTAL HUD

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Broadway Arts - January / June 2010	*	14,096.97
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village I - July & August 2010	*	187.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village III - August 2010	*	22.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Pier Village II - August 2010	*	638.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North II - August 2010	*	1,122.00
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - February 2009 / June 2010 - Planning / Zoning Board	*	29,265.00
Birdsall Engineering, Inc.	Engineering Services Rendered - February 2009 / June 2010 - Planning / Zoning Board	*	1,267.95
City of Long Branch Clearing Account	Reimburse Clearing Account	*	16,065.97
City of Long Branch Clearing Account	Reimburse Clearing Account	*	30,101.41
City of Long Branch Clearing Account	Reimburse Clearing Account	*	543.81
City of Long Branch Payroll Agency	Payroll Dated 9/17/2010	*	29,557.60
City of Long Branch Payroll Agency	Payroll Dated 9/17/2010	*	1,193.50
E.M. Waterbury & Assoc.	Engineering Services Rendered - June / August 2010 - Zoning Board		5,242.50 Pymt #1-2
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Pier Village III - July & August 2010		4,040.00
Marine Rescue Products, Inc.	Lifeguard Equipment - Recreation Dept.		1,057.50 Pymt #1
Maser Consulting	Engineering Services Rendered - Stella Maris Bulkhead - August 2010		812.50
Maxwell X. Colby	Legal Services Rendered - June / September 2010 - Planning / Zoning Board		

TOTAL TRUST OTHER

135,213.71

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

R# 265-10

**RESOLUTION
SPECIAL ITEM OF REVENUE
DRUNK DRIVING ENFORCEMENT FUND
\$8,874.26**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and;

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Long Branch hereby requests the Director of the Division of Local Government Services to approve the insertion of a special item of revenue in the budget for the year 2010 in the amount of \$8,874.26 which item is now available from the State of New Jersey, Division of Motor Vehicles, pursuant to the statute; and

BE IT FURTHER RESOLVED that a like sum of \$8,874.26 be, and the same is, hereby appropriated under the caption of:

State of New Jersey
Division of Motor Vehicles
Drunk Driving Enforcement \$8,874.26

BE IT FURTHER RESOLVED that the City Clerk forward two (2) copies of the required Department of Community Affairs form requesting permission for the inclusion of the above referenced items.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON Sept. 28, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 29th DAY OF Sept. 2010
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES

Pursuant to N.J.S.A. 40AA-87 I hereby certify that the following resolution has been duly adopted by the

governing body of City of Long Branch _____ Clerk's Signature

has realized or is in receipt of written notification

I hereby certify the City of Long Branch _____
Name of Municipality
of the state or federal monies cited in the following resolution, which meets all statutory requirements and will be included in the 2010 _____ municipal budget.
Year


Signature, Chief Financial Officer

Resolution Number: 265-10

Date of Adoption: September 28, 2010

Revenue Title: State of NJ, Division of Motor Vehicles, DDEF Amount: \$ 8,874.26

Appropriation Title: State of NJ, Division of Motor Vehicles, DDEF Amount: \$ 8,874.26

Local Match - Source: _____ Amount: \$ _____

Approval is hereby given to the cited resolution adopted by the governing body pursuant to N.J.S.A. 40A: 4-87

For Director, Division of Local Government Services

by: _____ Duly Appointed Designee Date Certified _____

FOR DCA USE ONLY
Municode: _____
Doc. No. _____

THIS CERTIFICATION FORM MAY BE REPRODUCED
TO BE USED FOR STATE AND FEDERAL GRANTS ONLY

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ANNUAL CONTRACT AGREEMENT WITH BROADCAST MUSIC, INC. ("BMI") IN THE CITY OF LONG BRANCH.

WHEREAS, under the New Jersey Music Licensing Act, Broadcast Music, Inc. (BMI) is recognized as a performing rights organization that licenses the nondramatic public performance of musical works on behalf of copyright owners pursuant to the United States Copyright Law; and

WHEREAS, as a proprietor of a business in the State of New Jersey where music is publicly performed, the municipality is required to obtain authorization from copyright owners of that music in order for performances in the municipality to be deemed legal under the New Jersey Music Licensing Act; and

WHEREAS, BMI represents more than 475,000 songwriters, composers and music publishers ("affiliates") and more than 6.5 million musical works; and

WHEREAS, for a fee of THREE HUNDRED FIVE DOLLARS (\$305.00) per year BMI, pursuant to the contract agreement annexed hereto and made a part hereof, authorizes the City of Long Branch to legally perform at any of the City of Long Branch's places of business all of the musical works in the BMI repertoire created and owned by its affiliates; and

WHEREAS, this contract agreement would be in the best interests of the citizens of the City of Long Branch; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in appropriation # T-14-100-096 in an amount not to exceed \$305.00.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be and is hereby authorized to execute the contract agreement in the form annexed hereto and made a part hereof.

MOVED: Pallone

SECONDED: Bastelli

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 5

NAYES: 0

ABSENT: 0

F:\USERS\Commercial Litigation Municipal Law\Long Branch\Resolutions\2010\Authorizing Contract BMI.doc

Abstain: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON Sept. 28, 2010
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 28th DAY OF Sept 20 10
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

File



www.bmi.com/lge
Username: 2062865
Password: 528928

July 23, 2010

James Aaron
City of Long Branch
1500 Lawrence Ave
Ocean NJ 07712

EMAIL

Visit Us On The Web About Your Licensing Needs: www.bmi.com/lge
Call BMI: (877) 264-2139
Email: licensing@bmi.com

Dear Mr. Aaron:

As the use of music in public areas increases, the need to provide information to businesses and organizations that use that music has become of utmost importance to copyright owners. Over the last few years, BMI, the largest performing right organization in America that represents music copyright owners, and the International Municipal Lawyers Association (IMLA), have worked together to address copyright clearance and to provide a music licensing program designed specifically for Local Governmental Entities. This program helps municipalities meet their legal obligations by granting permission for the music used by various public entities within the community, including but not limited to community centers, museums, libraries, and special events.

Now, BMI is making the agreement that was negotiated between BMI and IMLA accessible on the internet so that local governments can license directly on our website and still benefit from a 10% discount on fees for IMLA members. This website, noted above, also contains important information about U.S. copyright law and the responsibility of local governments, as well as any other business or organization that plays music publicly.

Please visit the site as soon as possible to review this information and to obtain the copyright clearance that your community needs if you play BMI music at any of your facilities or events. As a point of reference, BMI represents approximately one half of all of the music that is performed in the U.S. every day.

To license online, please go to the web address located in the upper right hand corner of this letter, click "Apply for a License" and enter your Username and Password. We have also enclosed a copy of the BMI/IMLA Agreement for your convenience. Should you have any questions, or you feel that a single use BMI license would be beneficial, please contact BMI as noted above.

Sincerely,

Jeffrey J. Burrow, Esq.
Director
Legal and Business Affairs

Encl: LGE1 MPA, LGE Awards Q&A, BRE
2062865/gb/Premise State: NJ

1. DEFINITIONS

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) **Events and Functions** means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.
- (c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

4. LATE PAYMENT AND SERVICE CHARGES

BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

9. ARBITRATION

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so

appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, General Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

12. FEES

- (a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

2010 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A			
Check Population Range (√)	LICENSEE's Population	Base License Fee	Enter Fee Based Upon Population
<input checked="" type="checkbox"/>	1 - 50,000	\$305	\$305
<input type="checkbox"/>	50,001 - 75,000	\$608	
<input type="checkbox"/>	75,001 - 100,000	\$731	
<input type="checkbox"/>	100,001 - 125,000	\$975	
<input type="checkbox"/>	125,001 - 150,000	\$1,219	
<input type="checkbox"/>	150,001 - 200,000	\$1,584	
<input type="checkbox"/>	200,001 - 250,000	\$1,949	
<input type="checkbox"/>	250,001 - 300,000	\$2,317	
<input type="checkbox"/>	300,001 - 350,000	\$2,682	
<input type="checkbox"/>	350,001 - 400,000	\$3,049	
<input type="checkbox"/>	400,001 - 450,000	\$3,414	
<input type="checkbox"/>	450,001 - 500,000	\$3,780	
<input type="checkbox"/>	500,001 - plus	\$5,133 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$60,950	
	If 500,001 or more, enter population _____		
SCHEDULE A FEE			\$305.00

SCHEDULE B Special Events Fee (to be reported 90 days after each event*, see Par. 13(d))	
The rate for Special Events shall be 1% of Gross Revenue	
<ul style="list-style-type: none"> ▪ "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Events exceeds \$25,000.00 . ▪ "Gross Revenue" means all monies received by LICENSEE or on LICENSEE's behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from the sponsors or other payments received by LICENSEE for each Special Event. 	
SCHEDULE B FEE	<i>BMI will provide a report form to report your events*</i>

SCHEDULE C State Municipal and/or County Leagues or State Associations of Attorneys (to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)	
The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be \$305.00. No Special Events fee applies to LICENSEES qualifying under this schedule.	
SCHEDULE C FEE	

13. REPORTING

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
 - (ii) a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
- (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event (as defined above);
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or

entity licensed under a BMI License Agreement, LICENSEE shall indicate the name, address, phone number and BMI account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2011 AND THEREAFTER

For each calendar year commencing 2011, all dollar figures set forth in Schedules A, B and C (except the \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with any percentage increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

15. TERM OF AGREEMENT

This Agreement shall be for an initial Term of one (1) year, commencing July 1, 2010, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.

AGREEMENT

AGREEMENT, made at New York, N.Y. on (Date will be entered by BMI upon execution) _____ between BROADCAST MUSIC, INC., a State of New York corporation with its principal offices at 320 West 57th Street, New York, N.Y. 10019 (hereinafter "BMI") and the legal or trade name described below and referred to thereafter as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

<p>LEGAL NAME City of Long Branch <small>(Name of Corporation, Partnership, or Individual Owner)</small></p> <p>TRADE NAME City of Long Branch <small>(Doing business under the name of)</small></p> <p>PLEASE CHECK APPROPRIATE BOX</p> <p><input type="checkbox"/> Individual Ownership</p> <p><input type="checkbox"/> LLC <input type="checkbox"/> Corporation <small>(State of Incorporation, if different from Licensed Premises)</small></p> <p><input type="checkbox"/> LLP <input type="checkbox"/> Partnership <small>(Enter names of partners)</small></p> <p><input type="checkbox"/> Other _____</p> <p>Federal Tax ID No. _____</p> <p>GOVERNMENT ENTITIES <small>(If applicable, please check one)</small></p> <p><input type="checkbox"/> Federal <input type="checkbox"/> State _____ <small>(State)</small></p> <p><input checked="" type="checkbox"/> Local <u>Long Branch NJ</u> <small>(Municipality and State)</small></p> <p>TO BE COMPLETED BY LICENSEE By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein. (SIGN HERE - PLEASE INCLUDE PAYMENT)</p> <p>Signature <u>Adam Schneider Mayor</u> Print Name / Title</p> <p>Signatory Email Address* <small>(if different from above)</small></p> <p><small>*In order to receive a copy of your executed Agreement, please provide the email address of the Signatory</small></p>	<p>LICENSED PREMISES (All locations are authorized by the LICENSEE)</p> <p><small>(Street Address)</small></p> <p><small>(City) (State) (Zip)</small></p> <p><small>(Telephone Number) (Fax Number)</small></p> <p><small>(Contact Name) (Title)</small></p> <p><small>(Email Address) (Web Address)</small></p> <p>MAILING ADDRESS (If different from Licensed Premises)</p> <p>1500 Lawrence Ave <small>(Street Address)</small></p> <p>Ocean NJ 07712 <small>(City) (State) (Zip)</small></p> <p><small>(Telephone Number) (Fax Number)</small></p> <p><small>(Contact Name) (Title)</small></p> <p><small>(Email Address - if different from above)</small></p>						
<p>FOR ADMINISTRATIVE USE ONLY TO BE COMPLETED BY BMI BROADCAST MUSIC INC.</p>							
<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">FOR BMI USE ONLY</td> <td style="width: 30%;">LGE</td> </tr> <tr> <td style="text-align: center;">2062865</td> <td></td> </tr> <tr> <td>ACCOUNT NO.</td> <td style="text-align: center;">COID</td> </tr> </table>		FOR BMI USE ONLY	LGE	2062865		ACCOUNT NO.	COID
FOR BMI USE ONLY	LGE						
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ACCOUNT NO.	COID						

PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO:
BMI, 10 MUSIC SQUARE E., NASHVILLE, TN 37203

® BMI and the music stand symbol are registered trademarks of Broadcast Music, Inc.





NOTICE REGARDING NEW JERSEY MUSIC LICENSING PRACTICES ACT

Under the New Jersey Music Licensing Practices Act, Broadcast Music, Inc. (BMI) is recognized as a performing rights organization that licenses the nondramatic public performance of musical works on behalf of copyright owners pursuant to the United States Copyright Law.

As the proprietor of a business in the State of New Jersey where music is publicly performed, you are required to obtain authorization from the copyright owners of that music in order for your performances to be legal. BMI represents more than 400,000 songwriters, composers and music publishers ("affiliates") and more than 6.5 million musical works. For a single annual fee, a BMI Music Performance Agreement will authorize you to legally perform at your place of business all of the musical works in the BMI repertoire created and owned by our affiliates, and you will avoid the necessity of having to contact each one individually to obtain permission.

New Jersey law requires that, at least seventy-two (72) hours before BMI executes any agreement with you, we provide you with (i) a schedule of the rates and terms of royalties under the agreement and (ii) the amounts and terms of any discounts BMI offers proprietors in your county. In addition, we must notify you that, upon your request, we will provide you with a schedule of rates and terms of royalties executed by proprietors of comparable businesses in your county.

Also, please be advised of the following provisions of the Act:

Every performing rights society licensing music in this State shall make available in electronic form on the largest nonproprietary cooperative public computer network a current list of not less than the titles of the performed copyrighted musical works for which the performing rights society collects royalties on behalf of copyright owners and shall update the list at least weekly and shall provide the electronic address to the Secretary of State. Upon request, any person may view the list in electronic form through the Office of the Secretary of State. The list in electronic form at the time that a proprietor enters into a contract with a performing rights society, as supplemented by subsequent additions to the list, shall be binding between the parties for the period of the contract. Every performing rights society shall provide a copy of its current list at a reasonable cost to any person upon request. Every performing rights society licensing music in this State shall establish a toll free telephone number which can be used to answer inquiries regarding specific musical works licensed by that performing rights society.

You are entitled to the above information, and our failure to provide you with it is a violation of the Act.

THE BMI MUSIC PERFORMANCE AGREEMENT

- The BMI Music Performance Agreement is the contract that describes the rates and terms of royalties required to be paid by you to BMI for authorization to perform the music which we license.
- The schedule of rates can be found within the Music Performance Agreement under the heading License Fee Schedule.
- The Music Performance Agreement, including the schedule of rates and terms of royalties and any discounts specified, which BMI has offered you is the same agreement BMI offers to comparable businesses in your county, as well as throughout the United States, for your class and category of music use. Please read the Agreement carefully and call us at the tollfree number which appears on the enclosed letter if you have any questions.

ACCESS TO REPERTOIRE LIST

Our toll-free number which can be used to answer your inquiries about specific musical works licensed by BMI, with up to 15 inquiries per call, is 1-800-800-9313. The electronic Internet address on the World Wide Web to access the most current list of the works in our repertoire which are licensed under your Music Performance Agreement is <http://www.bmi.com/repertoire>. If you have questions about any song title listing that you locate on our Internet domain, please call the above toll-free number for assistance.

In addition to on-line access, a list of works in the BMI repertoire as of the last printing also is available in book form or on CD-ROM. To obtain a copy in either of those forms, please remit your check or money order in the indicated amount payable to BMI at the address below, with a letter specifying which you desire. The cost is as follows (prices include shipping and handling): (a) Printed list, 17-20 vols., \$1,200 (b) CD-ROM version, 1 disk, \$25.

BROADCAST MUSIC, INC.
Attn: Marketing/Fulfillment
10 Music Square East
Nashville, Tennessee 37203

New Jersey
LL-07/09-23

BMI and the music stand symbol are registered trademarks of Broadcast Music, Inc.



**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

PROVIDE A MUSICAL LICENSING PROGRAM

Said contract being made as follows:

BROADCAST MUSIC INC.

\$ 305.00

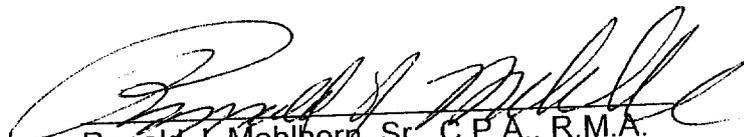
Said funds being available in the form of:

TRUST ACCOUNT

RECREATION DONATIONS – SPECIAL EVENTS

T-14-100-096

\$ 305.00


Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

9/24/10
Date

~~SECRET~~

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING ACCEPTANCE LETTER ESTABLISHING
THE NEW JERSEY UNIFIED CERTIFICATION PROGRAM SPONSORED BY THE US
DEPARTMENT OF TRANSPORTATION PARTNERS PORT AUTHORITY OF NEW
YORK/NEW JERSEY, NEW JERSEY TRANSIT CORPORATION AND NEW JERSEY
DEPARTMENT OF TRANSPORTATION IN THE CITY OF LONG BRANCH.**

WHEREAS, a Memorandum of Understanding ("MOU") establishes Disadvantaged Business Enterprises ("DBE"), New Jersey Unified Certification Program ("NJUPC") the State of New Jersey City in accordance Title 49 Part 26 of the Code of Federal Regulation (49 CFR Part 26); and

WHEREAS, the NJUPC Certifying Partners are the New Jersey Department of Transportation ("NJDOT"), the Port Authority of New York/New Jersey ("PANY/NJ") and the New Jersey Transit Corporation (NJT); and

WHEREAS, the Memorandum of Understanding which the Mayor is being asked to execute is fully summarized in the State of New Jersey MOU which is annexed hereto and made a part hereof; and

WHEREAS, the Certifying Partner in New Jersey is required to administer a DBE Certification Program in accordance with 49 CFR Part 26; and

WHEREAS, by executing this MOU and acceptance letter as annexed hereto and made a part hereof is a condition for the City of Long Branch's future receipt of federal grant monies available to the New Jersey Unified Certification Program for the Disadvantage Business Programs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch, that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the MOU acceptance letter for the Unified Certification Program.

MOVED: Pallone

SECONDED: Bastelli

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES: 5

NAYES: 0

ABSENT: 0

Abstain: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHEMEL, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON September 28, 2010

IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 28th DAY OF Sept 2010

Kathy L. Schemel
MUNICIPAL CLERK, R.M.C.

Recipient MOU Acceptance Letter

I have read the New Jersey Memorandum of Understanding establishing the New Jersey Unified Certification Program (NJUCP) for Disadvantaged Business Enterprises (DBEs).

I am the person authorized by this organization to bind the organization to the obligations set forth in the MOU Agreement establishing the NJUCP. I hereby acknowledge, on behalf of this organization, that only those firms certified as Disadvantaged Business Enterprises by an approved State UCP will be utilized by this organization to fulfill our federal-aid DBE contract goal requirements.

I further understand that this organization's acceptance of the NJUCP is a condition for future receipt of federal grant monies. I have been made aware and understand that there may be a need in the future for financial support of the NJUCP certification operations and that these fees will be assessed to all recipients in an equitable manner as stated in the MOU Agreement.

I understand that the NJUCP will be relying upon this Acceptance and represent that I have all necessary authority to execute this Acceptance on behalf of this organization.

Signed:

Name & Title

Date

Sub-Recipient Name

NEW JERSEY

MEMORANDUM OF UNDERSTANDING

for a

***DISADVANTAGED BUSINESS
UNIFIED CERTIFICATION PROGRAM***

U.S. DEPARTMENT OF TRANSPORTATION PARTNERS



***PORT AUTHORITY OF NEW YORK/NEW JERSEY
NEW JERSEY TRANSIT CORPORATION
NEW JERSEY DEPARTMENT OF TRANSPORTATION***

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STATE OF NEW JERSEY
MEMORANDUM OF UNDERSTANDING

UNIFIED CERTIFICATION PROGRAM

This Memorandum of Understanding (MOU) establishes a Disadvantaged Business Enterprise (DBE) Unified Certification Program (UCP) in the State of New Jersey in accordance with Title 49 Part 26 of the Code of Federal Regulations (49 CFR Part 26). The NJUCP Certifying Partners are the New Jersey Department of Transportation (NJDOT); the Port Authority of New York/New Jersey (PANY/NJ), and New Jersey Transit Corporation (NJT).

Background

The NJUCP Certifying Partners held numerous meetings to discuss the requirements for developing a UCP. The initial UCP meeting was hosted by the NJDOT on April 7, 2000. Each agency discussed its current procedures, minimum requirements, limitations and the proposed process for program approval. Several critical areas of discussion included 1) the need for continuous staff training and development, 2) the need for an effective and efficient internet-based DBE directory and 3) the need for an effective public outreach and public relations effort.

The Certifying Partners' initial task was to determine how uniform certification would take place. It was decided that a reciprocity arrangement would be the most effective way to accomplish the UCP. The Certifying Partners agreed that the UCP would be the vehicle for achieving reciprocity and that uniform certification would be an ongoing process developed through standard operating procedures and training. Each Certifying Partner is committed to ensuring sufficient resources and expertise in carrying out the requirements of the regulation. The Certifying NJUCP Partners believed that this proposal would allow each partner maintain its respective staff and resources while satisfying the requirements of 49 CFR Part 26.

Once the framework of the NJUCP was established, Non-Certifying Partners were identified and invited to participate in planning meetings as well as helping develop various aspects of the NJUCP either through feedback or committee participation. Non-certifying Partners include: Federal Transit Administration (FTA) grantees, Federal Aviation Administration (FAA) grantees, Metropolitan Planning Organizations (MPOs), and all other sub-recipients of United States Department of Transportation (USDOT) funds. Committees were formed to address the following aspects of the formation and implementation of the NJUCP: Budget Development, Standard Operating Procedures (SOP), Uniform Documents, DBE Directory, Public Outreach and Staff Training.

Introduction

Each Certifying Partner in New Jersey is required to administer a DBE Certification Program in accordance with 49 CFR Part 26. Section 26.81 of this regulation require each state to develop a UCP by March 4, 2002. In accordance with Section 26.81 (a)(1), by letter dated March 11, 2002, the New Jersey Department of Transportation, on behalf of the NJUCP, requested an extension of time for submission of its MOU and UCP Program. Since that time, the NJUCP Certifying Partners have continued their discussions and work on the formation of the NJUCP. Since the Port Authority of NY/NJ is signatory to both New York and New Jersey's MOU Agreement, it was discussed and agreed upon by the NJUCP Certifying Partners that the most prudent course of action would be to align both states' processes to facilitate the Port Authority's UCP responsibilities under each state's MOU Agreement and to foster the development of regional reciprocity. Each NJUCP Certifying Partner agrees to commit sufficient resources and expertise to carry out the requirements of 49CFR Part 26.

Organization

The NJUCP shall establish an Executive Committee consisting of representatives from each of the Certifying Partner agencies, who shall be designated by the signatories to this MOU Agreement. Upon the approval of this Agreement, a designee of NJDOT shall serve as the Interim Chairperson of the NJUCP until full implementation of the Program. Annually thereafter, a Chairperson shall be selected from one of the Certifying NJUCP Partners by rotation alphabetically by agency. Nothing in this Agreement should be construed to contravene the sovereignty of each participant.

A Certifying NJUCP Partner may terminate its responsibilities under this Agreement and become a Non-Certifying NJUCP Partner upon a one-year notice to all NJUCP Partners, unless the Certifying NJUCP Partners agree in writing to a different notice period by unanimous vote. The remaining Certifying NJUCP Partners shall then either renegotiate this Agreement or agree in writing to continue operating under the terms of this Agreement.

Purpose

The objectives of the New Jersey UCP are as follows:

- To follow the certification procedures and standards and the non-discrimination requirements of 49 CFR Part 26.
- To cooperate fully with all oversight, review and monitoring activities of the United States Department of Transportation (USDOT) and its operating administrations.
- To implement USDOT directives and guidance on DBE certification matters.
- To make all certification and decertification decisions on behalf of all NJUCP Partners with respect to participation in the USDOT DBE Program. Certification decisions by the

NJUCP shall be binding on all NJUCP Partners. Certification decisions must be made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.

- To provide a single DBE certification that will be honored by all NJUCP Partners.
- To maintain a unified DBE directory containing at least the following information for each firm listed: address, phone number and approved NAIC codes. The NJUCP shall make the directory available to the public electronically on the Internet as well as in print. The NJUCP shall update the electronic version of the directory by including additions, deletions and other changes upon notification by the DBE and/or Certifying Partner.

Definitions

Compliance Committee

A group that reviews a complaint raised by any NJUCP Certifying Partner alleging that another NJUCP Certifying Partner is not in compliance with the requirements of 49 CFR Part 26, Subpart E. The group will consist of the remaining NJUCP Certifying Partner, who will act as the Chairperson of the Compliance Committee, as well as four NJUCP Non-Certifying Partners.

NJUCP Certifying Partner

A State of New Jersey recipient with a current DBE Program Plan approved by an appropriate USDOT oversight modal agency. A certifying partner can issue or revoke DBE certification.

NJUCP Partner

All New Jersey State recipients participating in this Memorandum of Understanding, both Certifying and Non-certifying Partners.

Non-Certifying UCP Partner

A State of New Jersey recipient, sub-recipient or grantee with a current DBE Program Plan approved by an appropriate USDOT oversight modal agency. A Non-Certifying Partner can neither issue nor revoke DBE certification.

Recipient

Any public or private entity which receives direct USDOT financial assistance.

Sub-recipient

Any public or private entity receiving USDOT financial assistance through another recipient.

Grantee

Any public or private entity that has received USDOT assistance.

NJUCP PROGRAM DESCRIPTION

Partners' Roles, Responsibilities & Obligations

All Certifying NJUCP Partners agree to maintain DBE certification application files, conduct site visits, make certification decisions and handle appeals and complaints. The Certifying NJUCP Partners agree to utilize the USDOT Uniform Certification Application.

- All decisions related to eligibility and certification must agree with 49 CFR Part 26.
- The NJUCP Certifying Partners and Non-Certifying Partners must have an approved DBE Program. Additionally, each Certifying Partner must have clearly defined processes and procedures related to the administration of its DBE Program and certification decisions.
- Each NJUCP Certifying Partner must adhere to the processes and procedures as set forth in the Standard Operating Procedures.

DBE Directory Management

Upon approval or denial of a firm for DBE certification by the UCP Certifying Partners, the originating Certifying Partner shall submit the firm's information for inclusion in the electronic database directly to the DBE Database Manager. This information shall include at a minimum:

- Name, Street Address, P.O. Box, City, County, State, Telephone and Fax Number, E-mail address and Federal Tax Identification Number;
- Name, Sex, Ethnicity, Race and Country of Origin of qualifying DBE owner(s);
- Type of work performed by the DBE using the North American Industry Classification System (NAICS) adopted by the SBA on October 1, 2000, as amended;
- Date Business was Established;

- Professional & Other Licenses (type and number);
- Name of NJUCP Certifying Partner;
- Site visit date and name of individual conducting review;
- Certification and Expiration Dates;
- Reason & Date of Denial, when applicable.

The NJUCP Certifying Partners agree that a UCP Database Manager will be designated. The DBE Database Manager shall assume the following responsibilities:

- Input all data and make any corrections, additions and/or deletions upon receipt of information from the Certifying NJUCP Partners;
- Maintain and keep the electronic DBE database current;
- Make the electronic DBE database available to all NJUCP Partners and other interested parties;
- Provide printed copies only of the list of firms that are DBE certified upon request and at a charge to be established; (Third parties should only be provided with a list of DBE certified firms. They should not be provided with information that a firm has been denied certification.)
- Maintain the NJUCP Website.

DBE Directory & Internet Access

The DBE Directory will be located on the NJUCP website. In accordance with 49 CFR Part 26.31, the DBE Directory will include the following minimum information for each firm:

- Name, address and telephone number of firm;
- Contact person
- Types of work performed by the firm with appropriate six (6) digit NAICS code and description.

The NJUCP DBE Directory may contain additional information, including but not limited to the following:

- Geographic Location of the Firm (i.e., county)
- Website Address of the Firm
- Fax Number & E-Mail Address of the Firm
- Certification and Expiration Dates
- Incentive Program Eligibility

Users will be able to sort by county or type of work, either for a single county or work type and/or multiple counties and work types. There will be links to and from the NJUCP Certifying Partners' respective websites.

NJUCP PROGRAM COSTS AND FUNDING

The cost of creating and establishing the NJUCP website and the electronic DBE Directory will be shared equally among all NJUCP Certifying Partners. Periodically, on-going maintenance costs will be examined and other UCP Partners may also be assessed costs equitably.

Training and Resources

The NJUCP Certifying Partners will conduct ongoing in-service training. The NJUCP Certifying Partners will agree to rotate the duties of planning and conducting training sessions.

CERTIFICATION PROCEDURES AND PROCESS

In addition to the following procedures, the NJUCP will follow all certification procedures and standards of 49 CFR Part 26, and will implement USDOT directives and guidance concerning DBE certification matters. Standard Operating Procedures (SOP) have been developed and will be utilized by all Certifying NJUCP Partners. They may be modified as needed and agreed upon by the Certifying NJ Partners.

- The NJUCP will not accept an application from a firm having its principal place of business outside of New Jersey if the firm is not certified by the UCP in the state in which it maintains its principal place of business.
- The NJUCP will accept an application from the SBA, but will not automatically recognize the DBE certification of a firm certified by the Small Business Administration (SBA).

- The NJUCP will utilize the USDOT approved Uniform Certification Application and other related certification documents to facilitate “one-stop shopping” for applicants.

Geographic & Industry Considerations

The Certifying NJUCP Partner to whom application is made will ascertain the geographical area of the applicant firm and/or its primary work type or industry. The NJUCP Certifying Partners reserve the right to forward applications to the most appropriate Certifying Partner relative to the firm’s geographical area and/or primary work type or industry.

Quality Assurance (New Certifications)

The SOP has been created to ensure consistent application of UCP program requirements among the Certifying NJUCP Partners. Uniform documents have been developed for use by the Certifying NJUCP Partners so that consistent information is obtained and used in certification determinations. At a minimum, there will be annual training of certification staff in order to maintain consistency in determinations.

Annual Review Process

DBEs will update their certifications annually using the NJUCP “No Change” Affidavit as required in the SOP. Failure to submit the required documentation may result in certification removal as outlined in 49 CFR Part 26.87 and the SOP. The annual review will be conducted by the responsible certifying NJUCP Partner.

Third-Party Challenges

Provisions exist in the Standard Operating Procedure for the Certifying NJUCP Partners to accept written complaints from a third party alleging the ineligibility of a currently certified firm.

Appeals Process and Procedures

An appeals procedure has been established as part of the NJ SOP for appeals of denial of original certification, denial of certification renewal and decertification that provides due process to the affected firm in accordance with 49 CFR Part 26.

Denials of Original Certifications: All appeals shall be made directly to USDOT.

Decertifications: All appeals shall be forwarded to the Decertification Hearing Committee pursuant to the SOP.

AGENCY COMPLIANCE

If any NJUCP Certifying Partner has reason to believe that another NJUCP Certifying Partner is not in compliance with the requirements of 49 CFR Part 26, Subpart E, they may make a written complaint to the Executive Committee. The complaint will then be referred to a "Compliance Committee" consisting of the remaining NJUCP Certifying Partner, who will act as the Chairperson of the Compliance Committee, as well as NJUCP non-certifying Partners. The Compliance Committee shall be established pursuant to the SOP.

IMPLEMENTATION SCHEDULE

The Certifying NJUCP Partners will inform the public about the NJUCP by holding public meetings throughout the State immediately upon approval by the USDOT of this MOU Agreement. Notification of the public meetings as well as the NJUCP will occur in a variety of ways, including but not limited to the following: press releases, a notice on the Certifying NJUCP Partners' website, and direct mailings to individual DBE firms, professional associations and community based organizations.

This MOU was submitted to the non-Certifying NJUCP Partners, USDOT modal agencies and the Certifying NJUCP Partners' respective counsels for their review and comment. Changes and revisions were made based on the comments received. The MOU was then re-submitted to all NJUCP Partners for signature.

The following actions will be taken and completed by the Certifying Partners or designees no later than 18 months from the date of USDOT approval of this MOU Agreement:

Staff Training

- Develop and finalize training modules for SOP Manual, eligibility criteria, forms and procedures, on-site review, personal net worth analysis, internet-based system (DBE on-line directory).
- Recruit instructors and determine locations for training workshops.
- Schedule Joint Training Sessions.
- Conduct Initial Training.

Unified DBE Directory

- Develop and complete parameters for Unified DBE Directory.
- Compare UCP Certifying Partners databases.

- Purge duplicate DBE firms.
- Develop common database.
- Develop procedures for electronic submission of DBE firms for inclusion in the Unified DBE Directory.
- Develop and issue press release on public access to online DBE Directory (information will be maintained on NJDOT Website).

Transition of Currently Certified DBEs

Each NJUCP Certifying Partner shall electronically submit its current DBE Directory to the DBE Database Manager for inclusion in NJUCP DBE Directory. Each NJUCP Certifying Partner shall attest to the fact that each DBE firm submitted has been certified under the provisions of 49 CFR Part 26. The NJUCP Certifying Partners shall meet (may be done electronically) to review the currently certified DBE firms and determine the appropriate NJUCP Certifying Partner for future review of each DBE firm. Upon determination of the appropriate NJUCP Certifying Partner, the Partner with custody of the certification file in question shall forward it by Certified Mail, Return Receipt Requested to the designated Certifying Partner who shall then assume custody and responsibility for the file. Firms that were denied certification by one Certifying NJUCP Partner but are certified by another Certifying Partner will undergo further review as follows:

- For each affected firm, the Certifying NJUCP Partners will compare records and submit a summary and recommendation to the other Partners, who will either uphold or overturn the recommendation.
- If the Certifying NJUCP Partners are unable to agree upon a recommendation, the Non Certifying Partners, through the NJUCP Decertification Hearing Committee, will review the records for the affected firm and render a determination.
- The Certifying NJUCP Partners reserve the right to request additional information from the firm in question in order to render a recommendation or determination.
- If a decision is made to de-certify a firm, the de-certification steps outlined in 49 CFR, Part 26.87 and the NJ SOP will be followed.
- The same process will be followed for firms that were decertified by one NJUCP Certifying Partner but continue to be certified with another Certifying Partner. Firms that lost their status with one Certifying NJUCP Partner due to withdrawal of DBE status or application, or failure to respond to requests for information, but continue to be certified with another Certifying Partner, will maintain their certified status with the Certifying Partner until a determination is made.

CHANGES TO THE MOU

Changes to this MOU Agreement shall require the approval of the NJUCP Certifying Partners.

REGIONAL UCP

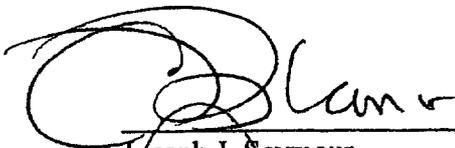
The acceptance of this MOU Agreement by the Port Authority of New York/ New Jersey does not create regional reciprocity between the States of New York and New Jersey. Only those firms originally certified as DBEs by the Port Authority of New York/New Jersey will be included in the NJUCP DBE Directory.

SUMMARY

As a result of the requirements set forth in 49 CFR Part 26, we the undersigned, agree to participate in the STATE OF NEW JERSEY'S Unified Certification Program in accordance with the provisions of this MOU and agree to abide by its contents.

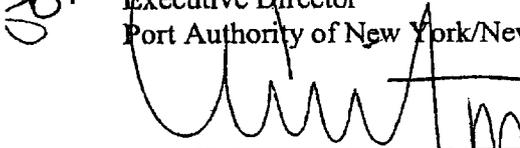
EXECUTED AND DELIVERED by and between the NJUCP Partners as of the effective date of this MOU.

NJUCP CERTIFYING PARTNERS



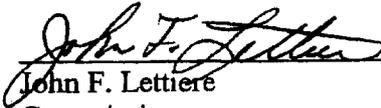
Joseph J. Seymour
Executive Director
Port Authority of New York/New Jersey

March 19, 2004
Date



George Warrington
Executive Director
New Jersey Transit Corporation

3/17/04
Date



John F. Lettiere
Commissioner
New Jersey Department of Transportation

March 15, 2004
Date

APPENDIX A

FEDERAL HIGHWAY ADMINISTRATION (FHWA) SUB-RECIPIENTS

**Delaware Valley Regional Planning Commission
New Jersey Department of Environmental Protection
New Jersey Turnpike Authority
North Jersey Transportation Planning Authority
South Jersey Transportation Authority
South Jersey Transportation Planning Organization**

New Jersey's 21 counties as follows:

Atlantic County	Bergen County	Burlington County
Camden County	Cape May County	Cumberland County
Essex County	Gloucester County	Hudson County
Hunterdon County	Mercer County	Middlesex County
Monmouth County	Morris County	Ocean County
Passaic County	Salem County	Somerset County
Sussex County	Union County	Warren County

The following cities:

Atlantic City	City of Camden	Jersey City
City of Newark	Ocean City	City of Trenton
City of Vineland		

FEDERAL AVIATION ADMINISTRATION (FAA) DIRECT RECIPIENTS

**Atlantic City Airport/South Jersey Transportation Authority
Mercer County Airport/County of Mercer**

FEDERAL AVIATION ADMINISTRATION (FAA) GRANTEES

**Aeroflex Andover Airport
Sponsor/NJ Dept of Forestry**

**Monmouth Executive Airport
Sponsor/Edward Browne**

**Atlantic City Bader Field
Sponsor/ City of Atlantic City**

Cape May County Airport
Sponsor/ Delaware River & Bay Authority

Central Jersey Regional Airport
Sponsor/Central Jersey Airport Services, LLC

Essex County Airport
Sponsor/ Essex County Improvement Authority

Greenwood Lake Airport
Sponsor/NJDOT Aeronautics Division

Hammonton Municipal Airport
Sponsor/Town of Hammonton

Lakewood Airport
Sponsor/ Municipality of Lakewood

Lincoln Park Airport
Sponsor/Lincoln Park Airport, Inc.

Linden Airport
Sponsor/City of Linden

RJ Miller Airpark
Sponsor/Ocean City Board of Chosen Freeholders

Millville Municipal Airport
Sponsor/Delaware River & Bay Authority

Morristown Municipal Airport
Sponsor/Town of Morristown

Ocean City Municipal Airport
Sponsor/City of Ocean City

Princeton Airport
Sponsor/Princeton Aero Corporation

Solberg-Hunterdon Airport
Sponsor/Solberg Aviation Company

Somerset Airport
Sponsor/Transit Air Services

South Jersey Regional Airport

Sponsor/Aviation Industrial Realty Corporation

**Sussex Airport
Sponsor/Sussex Airport, Inc.**

**Trenton-Robbinsville Airport
Sponsor/Spring Garden Country Club**

**Woodbine Airport
Sponsor/Woodbine Port Authority**

FEDERAL TRANSIT ADMINISTRATION (FTA) DIRECT RECIPIENT

Delaware River Port Authority

FEDERAL TRANSIT ADMINISTRATION (FTA) SUB-RECIPIENTS

Atlantic County Treasurer's Office

Bergen County Special Transportation

Camden County Senior Citizen's United Community Services

Cape May County Treasurer's Office

Cumberland County Office on Aging

East Windsor Township

Essex County Div of Training & Employment

Gloucester County Div of Transportation

Hudson County TMA

Hunterdon County Dept of Human Services

Mercer County WIB

Middlesex County Employment & Training Dept

Monmouth County Dept of Transportation

Morris County Dept of Transportation

Ocean County Dept of Transportation

Plainsboro Township

Somerset County Dept of Transportation

Sussex County Transit System

Warren County Dept of Human Services

West Milford Twp of Parks & Recreation